

The Commonwealth of Massachusetts

DEPARTMENT OF LABOR AND INDUSTRIES

REPORT
OF THE
BOARD OF CONCILIATION
AND ARBITRATION
TOGETHER WITH THE
DECISIONS RENDERED BY THE BOARD
FOR THE
YEAR ENDING NOVEMBER 30, 1940



OFFICIALS

Commissioner
JAMES T. MORIARTY

Assistant Commissioner
MARY E. MEEHAN

Members
(CONSTITUTING THE BOARD OF CONCILIATION AND ARBITRATION)
CHARLES H. COLE
LEWIS R. BOVEY
JOHN L. CAMPOS

Office
Room 472, STATE HOUSE

31.1M3

579x

1940

\$79r
1910

REPORT OF THE BOARD OF CONCILIATION AND ARBITRATION

CHARLES H. COLE, *chairman*; LEWIS R. HOVEY, JOHN L. CAMPOS

On December 1, 1939, sixteen joint applications for arbitration were pending. During the year, 309 joint applications were filed, making a total of 325. Of these, 32 were abandoned, withdrawn or settled, decisions were rendered in 274 cases, with 4 supplemental decisions. Eighteen cases are now pending.

One investigation was made on complaint of the Building Maintenance Employees Federal Union to determine and place the blame for a stalemate in negotiations for a contract with the operators of a number of large Boston buildings. The Board held several largely attended public hearings, and afterwards published its findings, holding that the employers were responsible for the failure of the parties to reach an agreement.

The activities of the Board for the year reached a new high, with an increase over the previous year of ten cases of arbitration. There was a record total of 380 cases of conciliation in 1940 as against 336 in 1939 and 311 in 1938, conclusive evidence of the continuing confidence in the Board's fairness on the part of both employees and employers. Under Chapter 150 of the General Laws, the mayor of a city, the selectmen of a town, employers or employees shall report every case of a labor dispute of which they have knowledge to this Board for possible conciliation, but a great majority of such notices come from the parties directly concerned. The duties of the Board prescribed in this section have been faithfully and generally successfully executed, thus averting many threatened strikes. Space does not permit a detailed list of the large number of cases which have been settled by this Board, but the records show that this state continues to show less man hours lost through strikes than any similar industrial state in the country.

Important cases which the Board was instrumental in settling included: Local 25, truck drivers, without a strike; First National Stores, new contract; chain Super Markets, settled after strike by arbitration; Wholesale Cleansers and Dyers, new contracts; bakery drivers, new contract; seafood workers, Boston and Gloucester, after prolonged strike; New Bedford and Martha's Vineyard Steamboat Company employees; workers in Milton Bradley Company's plant, Springfield; A. G. Spalding Brothers, Chicopee; Merrimac Hat Company, Amesbury, after strike.

RECOMMENDATIONS

The Board's work has been seriously handicapped because of inadequate offices and hearing rooms. It again recommends that these be secured at the earliest possible date in order that it can more expeditiously and efficiently serve the employers and workers in industry and business in the state. Many times during the year it has been necessary to request of the Sergeant-at-Arms one or more hearing rooms. The Board wishes to thank him for his cooperation and assistance.

The Board again recommends that it be relieved of its duties as minimum wage commissioners. As the law is now, authority is divided, certain duties being given to the Minimum Wage Commission and other duties being given to the Commissioner of Labor and Industries. In addition to this, the Board feels that since its duties as conciliators and arbitrators take up its whole time, it does not have time to give proper attention to the duties of the Minimum Wage Commission.

LIST OF INDUSTRIES AFFECTED AND PRINCIPAL DIFFERENCES IN CONCILIATION AND ARBITRATION CASES

	<i>Industries Affected</i>	
Automobile Agencies	Express	Movers
Bakers	Fish	Oil
Barbers	Fruit and Produce	Paper
Beverages	Furniture	Poultry
Brewers	Garages	Restaurants
Building Maintenance	Grocers	Rubber
Building Trades	Heat and Power	Shoes

CONCILIATION AND ARBITRATION

Candy	Hardware	School Supplies
Chauffeurs	Hotels	Taxi
Cleansers and Dyers	Iron and Steel	Textiles
Clothing Manufacturers	Laundries	Transportation
Coal	Leather	Upholstering
Construction	Liquor	Warehouses
Cotton	Longshoremen	Window Cleaners
Dairy Products	Lumber	Woolens
Electric Signs	Markets	Schoolhouse Custodians

Principal Differences: Wages, hours, working conditions, discharge, discrimination, union recognition, terms of agreement, removal.

ARBITRATION

Industries Affected

Advertising	Fruit and Produce Dealers
Auto Repair Companies	Furniture Dealers
Baking	Garment Manufacturers
Books	Grocery Stores
Cleansers and Dyers	Heat and Power
Coal and Fuel	Laundries
Educational Materials	Leather
Fish Dealers	Movers
Food Markets	Wool Sorters
Food Markets (Chains)	Cotton Manufacturers

Principal Differences: Wages, seniority, hours, discharge, working conditions, discrimination, violation of agreement, interpretation of agreement, working agreement.

PREFACE

In order to avoid unnecessary printing and making the report of decisions more compact, where expert assistance is used, the introduction is shortened, the form used being as follows:

Having considered said application, heard the parties by their duly authorized representatives concerning the work in question, its character and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards:

In cases where expert assistance is not used, the introduction is shortened, the form used being as follows:

Having considered said application and heard the parties by their duly authorized representatives concerning the work in question, its character, and the conditions under which it is performed, the Board awards:

DECISIONS

SUN CLEANSERS, INC.—QUINCY

December 7, 1939

In the matter of the joint application for arbitration of a controversy between Sun Cleansers, Inc., of Quincy, and employees. (1)

The Board finds that the employee in question should not be rated as a permanent employee.

By agreement of the parties, this decision shall take effect as of its date.

AGGOS LEATHER COMPANY—LYNN

December 11, 1939

In the matter of the joint application for arbitration of a controversy between the Aggos Leather Company of Lynn and seasoning machine operators. (286)

The Board finds that there should be no change in the wages of the following:

1. (a) The employee putting the skins on the belt.
(b) The employee who takes the skins off the belt and hangs them onto the hook that goes into the drier.
 2. The wages of the four employees who are seasoners should be increased to 19.00 per week.
- This decision shall take effect as of the date hereof.

BLUE HILL SPRING WATER COMPANY—BOSTON

December 11, 1939

In the matter of the joint application for arbitration of a controversy between the Blue Hill Spring Water Company of Boston and truck driver. (294)

The Board finds that there was sufficient cause for the discharge of the employee in question.

**MASSACHUSETTS LEATHER MANUFACTURERS
PEABODY, SALEM AND DANVERS**

December 12, 1939

In the matter of the joint application for arbitration of a controversy between Massachusetts Leather Manufacturers and Employees. (305)

The Board awards that

1. The Christmas holiday pay shall be awarded to:
 - (a). All those employees who have received some pay on any twenty-six (26) payroll weeks during the year preceding the Christmas for which the award is made, or
 - (b). Any employee who has worked at least 760 hours during the year preceding the Christmas for which the award is made.
2. Piece workers and day rate workers shall be paid for the Christmas holiday an amount equal to a regular day's pay, according to the contract.

MONARCH SHOE COMPANY—CAMBRIDGE

December 14, 1939

In the matter of the joint application for arbitration of a controversy between the Monarch Shoe Company of Cambridge and stitchers. (293)

The Board awards that \$1.04 per 36 pair shall be paid by the Monarch Shoe Company to employees at Cambridge for stitching mesh on quarter lining, complete job, including cutting and bar over ends, for the work as there performed.

Eight per cent shall be added to the above price at the factory as this percentage is added on all other shoes.

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

CONSOLIDATED MOTOR LINES, INC.—WEST SPRINGFIELD

December 18, 1939

In the matter of the joint application for arbitration of a controversy between the Consolidated Motor Lines, Inc., of West Springfield, and truck drivers, helpers and platform men. (295)

The Board finds, as follows:

1. That the employer was not justified in imposing the penalty, as stated in the arbitration application.
2. That the employee shall be reimbursed for the working time lost.

By agreement of the parties, this decision shall take effect as of the date the employee in question was laid off.

SIMON BOX COMPANY—CAMBRIDGE

December 20, 1939

In the matter of the joint application for arbitration of a controversy between the Simon Box Company of Cambridge and paper box workers. (297)

The Board awards, as follows:

1. That the employees shall receive the same amount of pay for forty-two (42) hours' work as they now receive for forty-two (42) hours' work.
2. That during the busy season, by agreement of the company, the employees shall be given two hours' extra work each week, making a total of forty-four (44) hours a week, for which extra two hours they shall receive pay at the rate of time and one-half.

3. That the general helpers shall receive a minimum wage of thirty-five (35) cents per hour.
 4. That when work is done on Saturday to make up for a legal holiday the employees shall be paid at the rate of time and one-half.
- By agreement of the parties, this decision shall take effect as of its date.

KORN LEATHER COMPANY—PEABODY

December 20, 1939

In the matter of the joint application for arbitration of a controversy between the Korn Leather Company of Peabody and shavers. (301)

The Board awards that there shall be no increase in the rates now paid for shaving splits at the Korn Leather Company in Peabody under conditions as they have been for the past six months. The Board, however, reserves the right to reopen this case should conditions change at any time during the next six months.

KORN LEATHER COMPANY—PEABODY

December 20, 1939

In the matter of the joint application for arbitration of a controversy between the Korn Leather Company of Peabody and engineers. (302)

The Board finds that the employer was not justified in discharging the employee in question.

JOHN J. RILEY COMPANY—WOBURN

December 20, 1939

In the matter of the joint application for arbitration of a controversy between John J. Riley Company of Woburn and lugger. (5)

The Board finds that there was no discrimination against the employee in question.

By agreement of the parties, this decision shall take effect as of its date.

LEACH-HECKEL LEATHER COMPANY—SALEM

December 20, 1939

In the matter of the joint application for arbitration of a controversy between Leach-Heckel Leather Company of Salem and block trimmers. (10)

The Board awards that \$1.06 per 100 shall be paid by the Leach-Heckel Leather Company to employees at Salem for block trimming small China deer skins (Hankow type), for the work as there performed.

By agreement of the parties, this decision shall take effect as of its date.

MEMBERS OF MASSACHUSETTS LEATHER MANUFACTURERS' ASSOCIATION—SALEM, PEABODY AND DANVERS

December 21, 1939

In the matter of the joint application for arbitration of a controversy between members of Massachusetts Leather Manufacturers' Association of Salem, Peabody and Danvers, and platers, embossers and feeders. (298)

The Board awards that the following prices shall be paid by the members of the Massachusetts Leather Manufacturers' Association to employees on the embossing machine, for the work as there performed:

	Per 40 hour week
Embossing operator, ...	\$27.50
Smooth-plate operator, ...	25.50
Feeders, ...	22.50

The above minimums shall apply to sides, splits, sheep and calf leathers.

This decision shall take effect as of its date.

BEGGS & COBB, INC.—WINCHESTER

December 27, 1939

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and trimmers. (8)

The Board awards that there shall be no change in the piece-work rates now paid by Beggs & Cobb, Inc., to trimmers at Winchester, for the work as there performed.

JOHN F. JELKE AND COMPANY—BOSTON

January 5, 1940

In the matter of the joint application for arbitration of a controversy between John F. Jelke and Company and employees. (3)

The Board awards the following:

1. The employees in question were justifiably discharged.
2. The seniority rule was not violated by the company.

WARSHAW'S, INC.—MILTON

January 9, 1940

In the matter of the joint application for arbitration of a controversy between Warshaw's, Inc., of Milton, and Pressers. (11)

The Board finds that the employee in question was a temporary and not a permanent employee, and

- (a) That the manner of employing temporary employees is not covered by the contract, and
- (b) That the union had a right to withdraw the employee's temporary card, which resulted in his cessation of work.

By agreement of the parties, this decision shall take effect as of its date.

FREEDLENDER SHOE COMPANY (P. & G.)—HAVERHILL

January 10, 1940

In the matter of the joint application for arbitration of a controversy between the Freedlander Shoe Company (P. & G.) of Haverhill and fancy stitchers. (12)

The Board awards that twenty-eight cents per dozen pair shall be paid by the Freedlander Shoe Company to employees at Haverhill for top stitching vamp on Pattern Gail and similar patterns, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

UNITY SHOE MAKERS CORPORATION—HAVERHILL

January 10, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoe Makers Corporation of Haverhill and woodheelers. (15)

The Board awards that \$1.62 per case of 36 pair shall be paid by the Unity Shoe Makers Corporation to employees at Haverhill for heeling No. 801 heel, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

UNITY SHOE MAKERS CORPORATION—HAVERHILL

January 10, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoe Makers Corporation of Haverhill and machine and hand pressers. (18)

The Board awards that there shall be no change in the price now paid by the Unity Shoe Makers Corporation to employees at Haverhill for machine and hand pressing vamp toe on Pattern Nos. 3496, 3427, 3425, 3473, 3524 and similar patterns, for the work as there performed.

By agreement of the parties this decision shall take effect as of November 10, 1939.

UNITY SHOE MAKERS CORPORATION—HAVERHILL

January 10, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoe Makers Corporation of Haverhill and hand and machine pressers. (19)

The Board awards that there shall be no change in the price paid by the Unity Shoe Makers Corporation to employees at Haverhill for machine and hand pressing quarters on Patterns Nos. 3509 and 3561 and similar patterns, for the work as there performed.

By agreement of the parties this decision shall take effect as of December 18, 1939.

LOWELL SHOE COMPANY—LOWELL

January 12, 1940

In the matter of the joint application for arbitration of a controversy between the Lowell Shoe Company of Lowell and outside cutters. (16)

The Board awards that twenty-five cents per case of 36 pair shall be paid by the Lowell Shoe Company to outside cutters at Lowell for cutting vamp saddle with tongue appendage, two to a pair, on Pattern No. 693, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

JOHN J. RILEY COMPANY—WOBURN

January 15, 1940

In the matter of the joint application for arbitration of a controversy between John J. Riley Company of Woburn and Employee. (9)

The Board awards that the employee in question should be re-hired in accordance with his old seniority.

This decision is to take effect as of its date.

GOLD SEAL SHOE CORPORATION—BOSTON

January 24, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and wood heelers. (41)

The Board awards, after measuring Heel R55 with the gauge on file at the office of the Board, that it is a Continental heel.

By agreement of the parties, this decision shall take effect as of January 10, 1940.

GOLD SEAL SHOE CORPORATION—BOSTON

January 25, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and cutters. (6)

The Board awards that \$1.81 per 36 pair shall be paid by the Gold Seal Shoe Corporation to employees at Boston for cutting quarter pattern No. 165-20, for the work as there performed.

The proper base is: $\frac{3}{4}$ seamless vamp and heels, . . .	\$1.44 plus
throat projections, four to a pair, . . .	.12
projections on quarter, four to a pair, . . .	.12
projections on small qtr., two to a pair, . . .	.06
right and left, . . .	.07

The proper percentage to be paid on this part of the pattern cut in another factory is two-thirds (\$0.24) for 36 pair.

By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

January 25, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and treers. (21)

The Board awards there shall be no change in the prices paid for conditions on treeing at the Unity Shoemakers Corporation in Haverhill, for the work as there performed.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

January 25, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and stockfitters. (22)

The Board awards that the following prices shall be paid by the Unity Shoemakers Corporation to stockfitters at Haverhill, for the work as there performed:

	Per 36 pair
Shanking out "Cookies", . . .	\$0.08
Sorting on rounding machine . . .	No extra

By agreement of the parties, this decision shall take effect as of January 2, 1940.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

January 25, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and lining cleaners. (25)

The Board awards that eight cents per case of 36 pair shall be paid by the Unity Shoemakers Corporation to employees at Haverhill for cleaning unfinished calf quarter linings or suede quarter linings, for the work as there performed.

By agreement of the parties, this decision shall take effect as of January 15, 1940.

GOLD SEAL SHOE CORPORATION—BOSTON

January 26, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and sole layers. (23)

The Board awards that there is an extra condition on sole laying at the Gold Seal Shoe Corporation, for the work as there performed.

TWIN TANNERS—PEABODY

February 2, 1940

In the matter of the joint application for arbitration of a controversy between the Twin Tanners of Peabody and seasoners. (17)

The Board awards as follows:

1. That the discharge of Charles Roumiloutis was justified.
2. That Walter Semenuk was not discharged, but laid off due to the fact that the process he was working on was stopped.

The Board also finds that Walter Semenuk is entitled to seniority from the date he was first hired by the company and that he has still some days to work before he has finished the three weeks' probationary period.

SEARS FUEL COMPANY, SCUDDER COAL & OIL COMPANY, MILLAR COAL COMPANY AND THE CANTONI COAL COMPANY—PLYMOUTH

February 5, 1940

In the matter of the joint application for arbitration of a controversy between the Sears Fuel Company, Scudder Coal & Oil Company, Millar Coal Company and the Cantoni Coal Company, of Plymouth, and employees. (20)

The Board awards that the employees should be paid at the rate called for by the type of work which they perform during the day or proportion thereof.

LEACH-HECKEL LEATHER COMPANY—SALEM

February 5, 1940

In the matter of the joint application for arbitration of a controversy between Leach-Heckel Leather Company of Salem and operators on large buffing machine. (30)

The Board awards that a fair production per eight hour day on large Chinas shall be 725 skins, two cuts, and on small Chinas 825 skins, two cuts, on the lightning buffing machine, for the work as there performed.

By agreement of the parties, this decision shall take effect as of its date.

CHARLES FREIHOFFER BAKING CO., INC.—SPRINGFIELD

February 6, 1940

In the matter of the joint application for arbitration of a controversy between the Charles Freihofer Baking Co., Inc., of Springfield, and bakery route salesmen. (4)

The Board is limited in this case to a "yes" or "no" answer and has no latitude in between, and therefore, finds that the increase should be granted.

By agreement of the parties, this decision shall take effect as of its date.

SAMUEL BENDELL—ROXBURY

February 9, 1940

In the matter of the joint application for arbitration of a controversy between Samuel Bendell of Roxbury and employees. (42)

The Board finds under the terms of the partnership contract that Maurice Bendell can work at the kosher meat market located at 327 Blue Hill Avenue without joining the union.

H. C. STILLMAN SHOE COMPANY—LAWRENCE

February 12, 1940

In the matter of the joint application for arbitration of a controversy between the H. C. Stillman Shoe Company of Lawrence and cutters. (33)

The Board awards that seventy cents per case of 36 pair shall be paid by the H. C. Stillman Shoe Company to employees at Lawrence for cutting Pattern No. 231, for work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

SPRINGFIELD SUGAR AND PRODUCTS COMPANY—SPRINGFIELD

February 12, 1940

In the matter of the joint application for arbitration of a controversy between the Springfield Sugar and Products Company of Springfield and truck drivers, helpers and warehouse employees. (34)

The Board finds there was not sufficient evidence to hold the employee in question responsible for the loss of the sugar; therefore, the employer was not justified in compelling this employee to pay for the sugar or to discharge him for the loss of the sugar.

This decision shall take effect as of its date.

MURRAY LEATHER COMPANY—WOBURN

February 13, 1940

In the matter of the joint application for arbitration of a controversy between the Murray Leather Company of Woburn and wet worker. (28)

The Board finds, by mutual agreement, that the employee in question has been rehired, and that the amount of money lost by said employee is \$18.23 and that he shall be reimbursed by this amount.

RAY'S MILK COMPANY, INC.—SOMERVILLE

February 13, 1940

In the matter of the joint application for arbitration of a controversy between Ray's Milk Company, Inc., of Somerville, and milk wagon drivers. (44)

The Board finds that the discharge of the employee in question was not proper under the contract.

By agreement of the parties, this decision shall take effect as of January 8, 1940.

NATIONAL NOVELTY COMPANY, INC.—BOSTON

February 16, 1940

In the matter of the joint application for arbitration of a controversy between the National Novelty Company, Inc., of Boston, and novelty makers. (304)

The Board awards that there shall be no change in the present wage scale, for the work as there performed.

GOLD SEAL SHOE CORPORATION—BOSTON

February 16, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and sole layers. (60)

The Board awards that three cents per 36 pair extra shall be paid by the Gold Seal Shoe Corporation to employees at Boston for the extra condition on sole laying, for the work as there performed.

This decision shall take effect as of its date.

PURITAN TANNING COMPANY—SALEM

February 19, 1940

In the matter of the joint application for arbitration of a controversy between the Puritan Tanning Company of Salem and tackers. (46)

The Board awards that the following prices shall be paid by the Puritan Tanning Company to employees at Salem, for the work as there performed:

Per 100

Tacking:

Shoulders	\$3.12½
Bends	3.60

By agreement of the parties, this decision shall take effect as of December 1, 1939.

ROSENTHAL & DOUCETTE, INC.—BEVERLY

February 19, 1940

In the matter of the joint application for arbitration of a controversy between Rosenthal & Doucette, Inc., of Beverly, and wood heel finishers. (47)

The Board awards that no extra shall be paid by Rosenthal & Doucette, Inc., to wood heel finishers at Beverly for lining up shanks, for the work as there performed.

KRAFT-PHENIX CHEESE COMPANY—CAMBRIDGE

February 20, 1940

In the matter of the joint application for arbitration of a controversy between the Kraft-Phenix Cheese Company of Cambridge and Warehouseman. (27)

The Board finds as follows:

1. That the agreement between the parties covers only the employer's places of business at Wakefield, Avon and Cambridge, all in Massachusetts.
2. That equities being waived by the employer, Walter McManus is entitled to seniority over the employee Frohock, who was not an employee of the company at Wakefield, Avon or Cambridge, but was transferred from the New York office and, therefore, under the contract had no seniority rights until he began work in the Massachusetts plant.
3. Therefore, the Board finds further that the seniority rule in the case of Walter McManus is violated.
4. That this decision shall take effect as of this date.

COLELLA, INC.—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between Colella, Inc., of Haverhill and shoe cutters. (24)

The Board awards that the following prices shall be paid by Colella, Inc., to shoe cutters at Haverhill for cutting snake or lizard, two, four, or six pieces, for the work as there performed:

Two pieces \$0.542

Each additional two pieces; 47½% of base (2 pieces)

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and bed lasters. (32)

The Board awards that eight cents per case of 36 pair shall be paid by the Unity Shoemakers Corporation to bed lasters at Haverhill after pullers' tacks have been pulled, for the work as there performed.

By agreement of the parties, this decision shall take effect as of its date.

FREEDLENDER SHOE COMPANY (P & G)—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Freedlender Shoe Company (P & G) of Haverhill and top stitchers. (36)

The Board awards that thirty cents per dozen shall be paid by the Freedlender Shoe Company (P & G) to top stitchers at Haverhill for top stitching straps on Pattern Given, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and top stitchers. (37)

The Board awards that \$0.153 per dozen pair shall be paid by the Unity Shoemakers Corporation to top stitchers at Haverhill for top stitching Pattern No. 3492, going over gore or any part already stitched to linings, for the work as there performed.

By agreement of the parties, this decision shall take effect as of January 23, 1940.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and top stitchers. (38)

The Board awards that the following prices shall be paid by the Unity Shoemakers Corporation to top stitchers at Haverhill, for the work as there performed:

	Per dozen pair
Top stitching, with linings placed:	
Pattern No. 3510	\$0.17
Pattern No. 3564	.17
Pattern No. 3590	.19

By agreement of the parties, this decision shall take effect as of January 23, 1940.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and top stitchers. (39)

The Board awards that thirty cents per dozen pair shall be paid by the Unity Shoemakers Corporation to top stitchers at Haverhill for top stitching Pattern No. 3577, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and top stitchers. (40)

The Board awards that \$0.217 per dozen pair shall be paid by the Unity Shoemakers Corporation to top stitchers at Haverhill for top stitching Pattern No. 3580, pump with skeleton lining, for the work as there performed.

By agreement of the parties, this decision shall take effect as of January 23, 1940.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and stockfitters. (48)

The Board awards that seven cents per case of 36 pair shall be paid by the Unity Shoemakers Corporation to stockfitters at Haverhill for shanking out reinforced innersoles, not including around heel, for the work as there performed.

By agreement of the parties, this decision shall take effect as of January 27, 1940.

DAINTY MAID SHOE COMPANY—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Dainty Maid Shoe Company of Haverhill and shoe cutters. (49)

The Board awards that the following prices shall be paid by the Dainty Maid Shoe Company to shoe cutters at Haverhill for cutting eight pieces out of snake skin, for the work as there performed:

Two pieces	\$0.50
Each additional two pieces; 47½% of base (2 pieces)	

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

GOLDBERG BROTHERS SHOE COMPANY—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between Goldberg Brothers Shoe Company of Haverhill and shoe cutters. (50)

The Board awards that the following prices shall be paid by Goldberg Brothers Shoe Company to shoe cutters at Haverhill for cutting six and eight pieces out of snake skin, for the work as there performed:

Two pieces	\$0.50
Each additional two pieces; 47½% of base (2 pieces)	

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

GOLDBERG BROTHERS SHOE COMPANY—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between Goldberg Brothers Shoe Company of Haverhill and pressers. (51)

The Board awards that there shall be no change in the price now paid by the Goldberg Brothers Shoe Company to pressers at Haverhill for pressing tip saddles and vamp on Pattern No. 407, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

SHOE MANUFACTURERS—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the shoe manufacturers of Haverhill and French cord stitchers. (52)

The Board awards that there shall be no change in the price now paid by the shoe manufacturers in Haverhill for stitching French cord and run tape, for the work as there performed.

By agreement of the parties this decision shall take effect as of January 31, 1940.

HERK SHOE COMPANY—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Herk Shoe Company of Haverhill and shoe cutters. (53)

The Board awards that the following prices shall be paid by the Herk Shoe Company to shoe cutters at Haverhill, for the work as there performed:

Per 100 pair

Cutting foxings on block out of pieces:

Large foxings	\$0.50
Small foxings	.25

The Board further awards that an extra shall be paid in proportion to the leather extra when imitation alligator is cut on block and has to be designed.

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question, but not earlier than January 10, 1940.

HERBERT HOLTZ SHOE COMPANY—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and top stitchers. (54)

The Board awards that thirty cents per dozen pair shall be paid by the Herbert Holtz Shoe Company to top stitchers at Haverhill for top stitching and fitting quarter over front on Pattern No. 73, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

HERBERT HOLTZ SHOE COMPANY—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and trimming cutters. (55)

The Board awards that \$0.525 per 100 pair shall be paid by the Herbert Holtz Shoe Company to trimming cutters at Haverhill for cutting Pattern No. 73-23X on leather linings, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

February 27, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and lining makers. (56)

The Board awards that eight cents per dozen pair shall be paid by the Unity Shoemakers Corporation to lining makers at Haverhill for making linings on Pattern Nos. 3569, 3570, 3615, 3613, 3434 and 3621, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

J. B. BLOOD COMPANY—LYNN

February 27, 1940

In the matter of the joint application for arbitration of a controversy between J. B. Blood Company of Lynn and drivers. (58)

The Board finds that the contract between the J. B. Blood Company and Truck Drivers, Chauffeurs and Helpers' Union, Local No. 42, covers the following:

1. House to house retail salesmen for bakery products and other merchandise.
2. Freight truck drivers and helpers.
3. Delivery truck drivers.
4. Warehouse helpers and platform helpers.

It does not cover the men working on salvage in the garage, while salvage work does not consist of the usual loading of trucks with merchandise to take out to customers or to bring in merchandise to be sold, nor to the moving of merchandise in and around the warehouse; therefore, the salvage department does not come under the jurisdiction of the union.

By agreement of the parties, this decision shall take effect as of its date.

BLUE HILL SPRING WATER COMPANY—BOSTON

February 29, 1940

In the matter of the joint application for arbitration of a controversy between the Blue Hill Spring Water Company of Boston and bottler. (64)

The Board finds that the discharge of the employee in question was not justified. Employers at the time of a discharge should notify the discharged employee of all reasons for the discharge.

By agreement of the parties, this decision shall take effect as of February 12, 1940.

TWIN TANNING COMPANY—PEABODY

February 29, 1940

In the matter of the joint application for arbitration of a controversy between the Twin Tanning Company and mechanic. (68)

The Board finds that the employee in question was justifiably discharged.

V. & P. GARAGE—LAWRENCE

February 29, 1940

In the matter of the joint application for arbitration of a controversy between the V. & P. Garage of Lawrence and helper-mechanic. (69)

The Board finds that the discharge of the employee in question was justified.

N. H. POOR COMPANY—PEABODY

February 29, 1940

In the matter of the joint application for arbitration of a controversy between the N. H. Poor Company of Peabody and feeder on the embossing machine. (75)

The Board finds that the steward was acting in his official capacity as steward in pointing out a hazardous condition, as it appeared to him, on the embossing machine. Whether or not the condition was hazardous does not enter into the question. Therefore, the dispute which then and later took place was a dispute between an official representing the union and the company and not between an employee and the company.

The Board therefore finds that the discharge of the steward was not justified and orders his reinstatement, with retroactive pay to February 7, 1940.

CONNOLLY SHOE COMPANY—HAVERHILL

March 4, 1940

In the matter of the joint application for arbitration of a controversy between the Connolly Shoe Company of Haverhill and machine pressers. (35)

The Board awards that there shall be no change in the price now paid by the Connolly Shoe Company to machine pressers at Haverhill for pressing quarters on Pattern Dora, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

DAINTY MAID SHOE COMPANY—HAVERHILL

March 4, 1940

In the matter of the joint application for arbitration of a controversy between the Dainty Maid Shoe Company of Haverhill and treers. (59)

The Board awards that the following prices shall be paid by the Dainty Maid Shoe Company to treers at Haverhill, for the work as there performed: Treeing pattern No. 403-0:

	Per case of 36 pair
Kid and reptile	\$0.873
Patent leather and reptile	.993
Patent leather and gabardine	1.342
Suede and reptile	1.01

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

HERBERT HOLTZ SHOE COMPANY—HAVERHILL

March 4, 1940

In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and assemblers. (62)

The Board awards that there shall be no change in the price now paid by the Herbert Holtz Shoe Company to assemblers at Haverhill for assembling all shoes caused by special counter conditions, for the work as there performed.

By agreement of the parties, this decision shall take effect as of February 5, 1940.

SHERMAN GRILLE, INC.—LAWRENCE

March 4, 1940

In the matter of the joint application for arbitration of a controversy between the Sherman Grille, Inc., of Lawrence, and waitress. (66)

The Board finds that the employee in question was discharged for just cause.

B. E. COX LEATHER COMPANY—PEABODY

March 4, 1940

In the matter of the joint application for arbitration of a controversy between the B. E. Cox Leather Company of Peabody and buffers. (67)

The Board finds that the discharge of the employee in question was not justified. The employer should tell the employee at the time of the discharge all the reasons for his discharge and, in this case, the Board does not feel that the reason given to the employee at the time of his discharge was sufficient reason for his discharge.

The Board awards that the employee in question is entitled to three weeks' retroactive pay.

HERBERT HOLTZ SHOE COMPANY—HAVERHILL

March 4, 1940

In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and lining makers and closers. (70)

The Board awards that there shall be no change in the price now paid by the Herbert Holtz Shoe Company to employees at Haverhill for closing out-sides and linings and stitching heel plugs on Pattern Nos. 74 and 75, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

HERBERT HOLTZ SHOE COMPANY—HAVERHILL

March 4, 1940

In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and bed lasters. (78)

The Board awards that an extra of two cents per case of 36 pair shall be paid by the Herbert Holtz Shoe Company for bed lasting on wall and bulldog lasts, for the work as there performed.

By agreement of the parties, this decision shall take effect as of its date.

WHITEHOUSE BAKING COMPANY—LAWRENCE

March 5, 1940

In the matter of the joint application for arbitration of a controversy between the Whitehouse Baking Company of Lawrence and bakery workers. (65)

The Board finds, as follows:

Article 1, Section C states, "It is agreed that all persons now employed by the company in the above-named departments shall become members of the union." The above-named departments are covered in Section A, Article 1, as follows: "The company hereby recognizes the union as the sole collective bargaining agency for all of its employees in the production, shipping and wrapping departments."

The foreman is not an employee in either the production, shipping or wrapping departments; therefore, the Board finds that the foreman does not have to become a member of the union.

By agreement of the parties, this decision shall take effect as of February 6, 1940.

GOLDBERG BROTHERS SHOE COMPANY—HAVERHILL

March 13, 1940

In the matter of the joint application for arbitration of a controversy between Goldberg Brothers Shoe Company of Haverhill and edgeseeters and Naumkeagers. (43)

The Board awards that the following prices shall be paid by Goldberg Brothers Shoe Company to employees at Haverhill, for the work as there performed:

	Per case of 36 pair extra
Naumkeaging shoes after they are degreined in the stock room	\$0.10
Edgeseeting on shoes after they are degreined in the stock room	.06

By agreement of the parties, this decision shall take effect as of January 8, 1940.

GOLDBERG BROTHERS SHOE COMPANY—HAVERHILL

March 13, 1940

In the matter of the joint application for arbitration of a controversy between Goldberg Brothers Shoe Company and employees. (76)

The Board awards that the following prices, which have been offered by the employer and accepted by the union, shall be paid by Goldberg Brothers Shoe Company, for the work as performed in that factory:

	Per 36 pair
Roughing in stock room on wedge soles	\$0.06
Cementing in stock room on wedge soles	.11
Trimming in stock room on wedge soles	.085
Stapling heels at ball	.20
Roughing, all around	.26
Roughing heels	.16
Edgetrimming	.80
Edgeseeting	.80
Cementing, all around:	
1 coat	.18
2 coats	.25
Conveyor, including solvent	.36
Wood heel nailing, first	.105
" " " second	.105

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

COOLIDGE DYE HOUSE, INC.—WATERTOWN

March 20, 1940

In the matter of the joint application for arbitration of a controversy between the Coolidge Dye House, Inc., of Watertown, and machine presser. (91)

The Board finds that the employee in question should not be reinstated.

EAGLE CLEANSERS & DYERS, INC.—ROXBURY

March 21, 1940

In the matter of the joint application for arbitration of a controversy between the Eagle Cleansers & Dyers, Inc., of Roxbury, and tailors. (97)

The Board finds that the employer was not obliged to re-employ the three tailors in question.

GOLDBERG BROTHERS SHOE COMPANY—HAVERHILL

March 22, 1940

In the matter of the joint application for arbitration of a controversy between the Goldberg Brothers Shoe Company of Haverhill and treers. (61)

The Board awards for treeing Pattern No. 529, made of gabardine and reptile and other combinations of material at the Goldberg Brothers Shoe Company in Haverhill that the shoe shall be figured as a half and half shoe, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

ARKWRIGHT CORPORATION (OPEN STOCK DIVISION)—FALL RIVER

March 22, 1940

In the matter of the joint application for arbitration of a controversy between the Arkwright Corporation (Open Stock Division) of Fall River, and office clerks, members of Federal Union No. 21493. (72)

The Board awards that under the contract between the Arkwright Corporation (Open Stock Division) and Federal Union No. 21493, the company is not obliged to grant a 7% increase in wages to the six women employees in question.

MEMBERS OF THE RETAIL FUEL INSTITUTE—BOSTON

March 22, 1940

In the matter of the joint application for arbitration of a controversy between the members of the Retail Fuel Institute and hoisting engineers. (80)

The Board makes the following interpretations:

The Board interprets, Article III, Paragraph "d", under the contract between the Retail Fuel Institute and Coal Hoisting Engineers Local No. 74, to mean that transient engineers or assistants when called to work shall perform their duties as transient engineers or assistants as long as there is any of such duties to perform during the eight-hour day.

The duties of a transient engineer consist of hoisting coal out of the hold of the vessel or vessels. When there is no more coal to be hoisted on a specified day the transient engineers or assistants should go over the hoisting equipment and leave it in a good and safe condition, as called for by the Massachusetts Department of Public Safety. Transient engineers or assistants cannot be called upon to perform duties other than those of a transient engineer or assistant. The Board interprets Article I, Section 2, as follows: It finds the language of the contract is unequivocal. Saturday is the day off *when and where possible*. If not possible, then some other day may be selected for the day off by the employer. This, however, does not give the employer the right to work the employee more than five days in any one week on straight time.

By agreement of the parties this decision shall take effect as of February 20, 1940.

GOLD SEAL SHOE CORPORATION—BOSTON

March 22, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and wood heelers. (87)

The Board awards, as follows:

1. That the heels shall be measured in the center.
2. That heels E50, B25, H120 and C35 are not Continental heels; that heel U55 is a Continental heel.
3. That retroactive pay to January 10, 1940 shall be paid on heel U55.

SERVICE BUS LINES, INC.—REVERE

March 25, 1940

In the matter of the joint application for arbitration of a controversy between the Service Bus Lines, Inc., of Revere, and drivers and garage employees.
(45)

The Board awards that the attached agreement shall be adopted by both parties, to take effect as of January 1, 1940.

ARTICLES OF AGREEMENT

Articles of agreement entered into by and between the Service Bus Lines, Inc. of Revere and Arlington, its successors and assigns, hereinafter called the Company, party of the first part, and Local 1141 of the Amalgamated Association of Street Electric Railway and Motor Coach Employees of America, hereinafter called the Association, which term shall include both the Amalgamated Association of Street Electric Railway and Motor Coach Employees of America and said Local 1141, party of the second part.

WITNESSETH, that the purpose and intent of this agreement is to provide a working understanding between the employees of the Association in the employ of the Company, and the Company, each through its duly accredited officers, to provide as satisfactory services to the public as possible, to provide as good working conditions for said employees as possible, and to personally protect the interests of the Company and to provide that in the operation of the buses of the Company and respecting the relations to exist during the term of the contract, and those of its employees who during the life of this agreement are members of said Association, and both parties hereunto mutually agree.

Article 1. **ARBITRATION:** The Company agrees to meet and treat with the duly accredited officers and committees of the Association upon all questions arising between them and should any differences arise between them which cannot be mutually adjusted, the same shall be submitted at the request of either party to a board of arbitration to be selected in the following manner: One arbitrator shall be chosen by the Company, one by the Association, and the third arbitrator to be agreed upon by the two so selected, the decision of a majority of said board submitted in writing to the Company and the Association shall be binding upon both parties.

Each party shall bear the expense of its own arbitration and the expense of the third arbitrator together with other necessary expenses such as hall rental, stenographers, etc., shall be borne equally by the parties arbitrating in the matter.

Pending the settlement of any differences by the arbitrators, no strike or lockout shall be declared.

Article 2. **MEMBERSHIP IN THE ASSOCIATION:** The Company will do nothing to prevent or discourage any member from becoming or continuing to be a member thereof because of such membership.

The Association will not discriminate against any person in the employ of the Company because of their refusal to join the Association or to continue as a member thereof, but if any member of the Association is expelled or suspended from his membership therein for violation of any of the provisions of this agreement and the Company be satisfied that such expulsion or suspension for such reason and if justifiable, shall dismiss such person from its service.

The Company hereby agrees that they will deduct weekly from the pay of such employees, who are members of the Association, the sum of forty cents (40c) per week for the first three weeks and thirty cents (30c) per week for the fourth week in each and every month during the continuance of this agreement, and any extension hereof, and to pay same over to the Treasurer of the Association said sums on the second Friday of each month.

Article 3. **GRIEVANCES—ADJUSTMENT OF:** Any member of the Association in the employ of the Company who is suspended or discharged by the Company, or feels aggrieved during the term of this agreement, shall have the right to have his cause taken up by the executive officers of the Association. In all cases where said member of the Association desires to take up his case he shall call this to the attention of his immediate superior within seventy-two (72) hours from the time of the receipt of notification by him of suspension or discharge or from the time when the matter on which he feels aggrieved has occurred.

When the Association takes up a case with the Company an earnest endeavor shall be made to reach an adjustment.

Both the officers of the Association and the officers of the Company shall take up all matters arising between them with promptness and dispatch.

In case of suspension or discharge of any employee, reasons for such suspension or discharge shall be given the employee on request, except in cases of dishonesty, and upon his written request the executive officers of the Association shall be furnished with same within twenty-four (24) hours after such request has been made.

Any member of the Association in the employ of the Company who is suspended or discharged from the service, and after investigation is not found guilty of sufficient cause to warrant such action, shall be reinstated and shall be paid for all lost time, providing a majority of the Board stipulate that lost time shall be paid for.

The right of appeal from suspension or discharge to arbitration shall be limited solely to the right of appeal by the Association, or its officers or agents, and not by the individual employee, who shall have the right only through the Association, unless an appeal on any discipline case is filed in writing with the Company within fifteen (15) days after action thereon by the Company, the case shall be forfeited.

Article 4. SENIORITY: It is hereby agreed and understood by and between the parties hereto that the following list, in the order named, shall be construed and shall be accepted as the order of the seniority of the men, to wit:

BUS OPERATORS:

<i>Names</i>	<i>Wages</i>
Theodore Prizio	\$33.00
Louis Capedilupo	30.00
Ralph Renzulli	30.00
Ralph Roberts	30.00
Frank Paglia	30.00
Anthony Roberto	30.00
Robert Chisterforo	29.00
William Kelley	29.00
Eugene McDonald	29.00
Leo Dooley	29.00
Alfred DeAngelis	29.00
Albert Anzuoni	29.00
Ed. Frammartine	29.00
William Menza	29.00
George Frazier	29.00

SPARE MEN:

<i>Name</i>	<i>Wages per hour</i>
Henry Guarino	\$0.54
Louis Roberto	.54
William Lohr	.54
Kelly Bengale	.54
Louis Leveroni	.54
F. Roberto	.54

MECHANICS:

Nicholas Anzuoni	\$30.00
Robert Prew	29.00

GREASER AND WASHER:

Albert Cataldo	20.00
--------------------------	-------

It is also further agreed and understood between the parties hereto that the amount of wages set opposite the respective names of the men hereinabove, except spare men, mechanics, mechanic's helper and greaser and washer, shall be the weekly wage to be received by the men for a five day week, not to exceed ten hours per day, or such proportion of the week as they may work.

Mechanics, Mechanics' Helpers and the Greaser and Washer shall work forty-four hours per week (five and one-half days per week).

Employees who are seniors in point of service shall have the right to select special runs in turn.

Article 5. HOURS OF LABOR: The hours of labor shall be the regular straight shifts, based on a fifty-hour week and employees shall work upon the following shifts:

CONCILIATION AND ARBITRATION

- A. 6:40 A.M. to 3:20 P.M.
- B. 3:20 P.M. to 12:30 A.M.
- C. 8:00 A.M. to 3:00 P.M.
- D. 3:00 P.M. to 12:30 A.M.
- E. 6:40 A.M. to 9:00 A.M.
- 3:00 P.M. to 7:00 P.M.

Regular runs shall be bid off every three months excepting when runs are changed there shall be a new bid.

Article 6. **WAGES:** Work to be according to the present shifts. Bus operators shall be paid at time and one-half on the basis of the wages above referred to for each hour over ten hours per day, and mechanics and their helpers shall be paid at the rate of time and one-half on the basis of the wages above referred to for each hour over eight hours per day and over four hours on Saturday.

Article 7. **VACATIONS:** All employees of the Company of over two years of regular and continuous service shall be granted a vacation of one week consisting of fifty hours at the regular rate of wages. The time that this vacation shall be taken shall be fixed by the Company, and be limited to one man a week until such time as all men entitled to vacations have received the same.

Article 8. **SPECIAL JOBS:** On all special work requiring more than ten hours' time, the driver shall receive an allowance of seventy-five cents (75c) for meals.

On special jobs where less than eight hours are consumed from the time of starting to the time of returning, operators shall be paid for half time.

On special jobs where time of starting to the time of returning exceeds eight hours, operators shall be paid at the rate of one day's pay.

Article 9. **MAKING OF SCHEDULES:** In the making of schedules, no scheduled run with outside time of thirteen hours shall be made.

Article 10. The Company shall designate who is to be their operating foreman, or superintendent, at all times during the day and night.

He shall be the responsible party to whom the bus operators and mechanics shall look for orders or directions. They shall be responsible only for the orders they receive from this designated head.

Article 11. Bus drivers shall receive preference over mechanics in operation of buses on the line.

Article 12. The sons of Alphonse Roberto and George Anzuoni now employed by the company shall be employed in such capacity as the company desires without regard to seniority. There shall be no lay-off nor discharge of regular employees by reason of this article. This clause does not deprive them of any rights they are entitled to according to the seniority list attached hereto.

Article 13. A guarantee of three hours shall be given spare men when sent out on the run, and the three hours shall be completed in or within eight hours from the time the employee is sent out from the garage.

Article 14. New men shall be obliged to join the Union within ten (10) days following their employment by the Company. This clause shall in no event apply to any son or sons of George Anzuoni or Alphonse Roberto. Spare Union men shall have preference over call men. The Company is limited to five call men from May 1st to Labor Day in each year.

Temporary employees (call men) shall not be required to join the local Union unless such call men remain in the employ of the company for a period of thirty days, but this clause shall not apply to one Frank Straccia who is now a member of Local No. 1141.

Article 15. All employees who are now or may hereafter become members of the Association shall remain members of the Association in good standing so long as they remain in the services of the Company, provided that such continuance in membership will not conflict with the laws of the Association.

Article 16. This agreement and the provisions thereof shall be effective as of January 1, 1940 and shall be binding upon the Service Bus Lines, Inc. and its successors and assigns, and said Association shall remain in full force and effect up to and including the 31st day of December, 1940.

Thirty days' notice in writing shall be given by either party of the contract prior to the date of expiration as set forth in said agreement of its intention not to renew the same.

No change, alteration or modification of such agreement shall be valid or binding upon any of the parties thereto unless such change, alteration or

modification is in writing and signed by all parties named in the original agreement.

Article 17. The Company reserves the right at all times to make such rules and regulations as it deems necessary in the conduct of its business, excepting that if the party of the second part is aggrieved by any such rule or regulation, the party of second part shall have the right of arbitration as provided in Article 3.

Article 18. The Company agrees to use the duplicate card system of record of discipline, the Company and the employee each holding one and similar records of discipline shall be made thereon. An employee may have his comment thereon and he shall sign the Company's card with his comment and acknowledge that the matter has been brought to his attention.

Article 19. The Company agrees in cases of disagreement over the physical qualifications of employees that the physician representing the Company and the physician representing the employee will endeavor to determine jointly the actual physical condition of the man without requiring the consultation of a third physician, with the understanding, however, that the employee shall pay for the services of his own physician. If the two physicians are unable to agree, a third physician shall be selected by the two, and the three shall arbitrate this matter, and the expenses of the third physician shall be borne equally by the parties to this agreement.

Article 20. Men shall not be permitted to operate on runs for which they are not fitted as a result of age, disability, or other disqualifications. If a dispute arises as to such qualifications, same is to be arbitrated as herein provided.

Article 21. The Company recognizes the desirability of notifying the men of any important changes in working conditions not provided for in this agreement a reasonable time in advance of the date of same taking effect and will do so as far as practicable.

Article 22. A mechanic who is compensated for eight hours' wages as a mechanic shall receive regular operator's wages while driving a bus.

Article 23. It is hereby agreed by and between the Company and the Association that the Company shall not, at any time, reduce the rating of any employee to a lower grade, and the classifications hereinbefore mentioned shall be the governing classification for the purpose of this clause.

Article 24. The Company agrees that it shall not employ more than one mechanic's helper to every three mechanics employed on any one shift. No mechanic's helper shall work alone, and shall at all times be under the direction and control of the mechanics in charge.

Article 25. It is hereby agreed and understood between the Company and the Association that each man starts with a clean record as of the date of this contract and in any question or dispute arising during the term of this contract, nothing that the man might have done prior to the date hereof shall in any way be used against him.

Article 26. In the event that any of the operators shall report late for work, he shall be required to lose that day's pay, and shall be required on the first offense within nine months to work three nights in place of his three days on as a part of his schedule, and shall be required on the second offense within nine months to work one week of nights, and shall be required on the third offense within nine months that the punishment be referred to arbitration.

At the expiration of nine months, the slate shall be wiped clean, and all previous offenses shall be negated.

Article 27. Each day off shall be picked according to the seniority list hereinbefore established. Picks shall be changed monthly.

Article 28. In the event there is no work for the men to do, then the said company shall have the right to lay off one or more men, provided, however, that in the event the work picks up and more men are required, the men shall be reemployed in the order of seniority.

The Board recognizes the right of the Company to employ its president, Alphonse Roberto, and its treasurer, George Anzuoni, in any capacity that it deems fit.

The Company shall have the right to discharge any new employee for any cause whatsoever within thirty days of the date of this agreement.

There shall be no strike nor cessation of work nor lockouts during the life of this agreement.

All bus drivers employed by the Company are to wear a regulation uniform as prescribed by the Company during the full time that they are working.

This award, as rendered by the State Board of Conciliation and Arbitration shall be the contract binding alike both the Service Bus Lines, Inc. and the employees as represented by the Amalgamated Association of Street Railway and Motor Coach Employees of America, and upon receipt of this contract it shall be duly signed by the President and Treasurer of the Company, and by the Business Representative, Officers and Executive Board Members of the Association.

N. H. POOR COMPANY—PEABODY

March 25, 1940

In the matter of the joint application for arbitration of a controversy between the N. H. Poor Company of Peabody and feeder on embossing machines. (75)

The Board finds that the employee involved, who was the shop steward, was engaged in pointing out a hazardous condition which was believed to exist on the embossing machine.

The Board, therefore, finds that the discharge was not justified and orders his reinstatement with retroactive pay to February 7, 1940.

This decision supersedes the decision of February 29, 1940 and is made to clarify the language, but does not change the effect of the same.

HERBERT HOLTZ SHOE COMPANY—HAVERHILL

March 26, 1940

In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and cutters. (101)

The Board awards that \$1.005 per 100 pair shall be paid by the Herbert Holtz Shoe Company to employees at Haverhill for cutting shoes on Pattern No. 82, by machine, for the work as there performed.

By agreement of the parties this decision shall take effect as of March 18, 1940.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

March 26, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and cutters. (103)

The Board awards that the following prices shall be paid by the Unity Shoemakers Corporation to employees at Haverhill, for the work as there performed:

Cutting, by hand:	Per 100 pair
Countess wedge heel covers, ...	\$1.335
Hubbard large size heel cover, ...	1.335
Hubbard small size heel cover, ...	1.518
Pattern No. 3842, ...	1.50

By agreement of the parties this decision shall take effect as of March 18, 1940.

GREEN-BARR SHOE COMPANY—LOWELL

March 27, 1940

In the matter of the joint application for arbitration of a controversy between the Green-Barr Shoe Company of Lowell and employees. (73)

The Board awards as follows:

1. An increase of 7½% to the following employees in the stitching room:

Pressers	Top stitchers
Fancy stitchers	Vampers
All bench help	French cord stitchers
Machine tape	French cord turners
Hand tape	Inspecting
Innersole binding	Ensign lacing
Cementer	Trimmer
Eyeletter	Outside closer

2. An increase of 5% to trimming cutters.
3. An increase of 5% to employees in the stockfitting room, the lasting room and the packing room, with the exception of the packers who are now receiving \$16.50 per week.
4. An increase of 5% to all employees in the making and finishing rooms, with the exception of the following:

Cutting on wood heels
Edgetrimming
Edgesetting

Buffing
Gumming bottoms
Arch scrolling

By agreement of the parties this decision shall take effect as of February 15, 1940.

GREEN-BARR SHOE COMPANY—LOWELL

March 27, 1940

In the matter of the joint application for arbitration of a controversy between the Green-Barr Shoe Company of Lowell and arch scrollers. (74)

The Board awards that twelve cents per 36 pair shall be paid by the Green-Barr Shoe Company to employees at Lowell for arch scrolling, including heating wheels and putting shoes on last, for the work as there performed.

By agreement of the parties this decision shall take effect as of February 15, 1940.

WHITEHOUSE BAKING COMPANY—LAWRENCE

March 27, 1940

In the matter of the joint application for arbitration of a controversy between the Whitehouse Baking Company of Lawrence and bakery worker. (92)

The Board finds that the company was justified in discharging the employee in question in the manner and under the circumstances in which they did.

THOMAS COOK & SONS, INC., COHENNO TRUCKING COMPANY, WATCH CITY EXPRESS, CHARLES MALONE TRUCKING and PERRY TRUCKING COMPANY—BOSTON and VICINITY

April 1, 1940

In the matter of the joint application for arbitration of a controversy between Thomas Cook & Sons, Inc., Cohenno Trucking Company, Watch City Express, Charles Malone Trucking and Perry Trucking Company of Boston and vicinity and truck drivers and helpers. (7)

The Board awards that the rate of pay for drivers shall be seventy-two cents per hour up to July 1, 1940. By mutual agreement this amount is retroactive to December 13, 1939. The Board further finds that from July 1, 1940 to April 1, 1941, the rate of pay shall be seventy-five cents per hour.

The contract shall be dated April 1, 1940 and shall run until April 1, 1941.

FRIEND BROTHERS, INC.—LYNN

April 4, 1940

In the matter of the joint application for arbitration of a controversy between Friend Brothers, Inc., of Lynn and salesman truck driver. (112)

The Board finds that the employee in question shall not be reinstated.

HAVERHILL SHOE MANUFACTURERS

April 5, 1940

In the matter of the joint application for arbitration of a controversy between the Haverhill shoe manufacturers and treers. (77)

The Board awards that ten per cent shall be added to the base price for treering shoes with wedge heels; the same extra to apply for trim on wedge heel cover as applies on vamps and quarters, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

ALGY SHOE COMPANY—EVERETT

April 5, 1940

In the matter of the joint application for arbitration of a controversy between the Algy Shoe Company of Everett and screw machine operators and treers. (81)

The Board awards that \$1.02 per 36 pair shall be paid by the Algy Shoe Company to employees at Everett for attaching wedge wood heels on screw machine, using compo cement and winding tape and tacking tape, for the work as there performed.

The Board further awards that the two shoes in question are combination shoes and should be paid accordingly.

By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

HERBERT HOLTZ SHOE COMPANY—HAVERHILL

April 5, 1940

In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company and assemblers. (88)

The Board awards that one cent per case of 36 pair extra shall be paid by the Herbert Holtz Shoe Company to assemblers at Haverhill for assembling the corset back shoe on Patterns Nos. 74, 75 and 82, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

April 5, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and assemblers. (89)

The Board awards that an extra of three cents per case of 36 pair shall be paid by the Unity Shoemakers Corporation to assemblers at Haverhill for picking out counters, for the work as there performed.

By agreement of the parties this decision shall take effect as of March 9, 1940.

ALGY SHOE COMPANY—EVERETT

April 5, 1940

In the matter of the joint application for arbitration of a controversy between the Algy Shoe Company of Everett and lasters. (93)

The Board awards that the assemblers are entitled to an extra on counter No. 1, for the work as there performed.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

April 5, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and treers. (94)

The Board awards that an extra of eight cents per case of 36 pair shall be paid by the Unity Shoemakers Corporation to treers at Haverhill for the pleated condition on Pattern No. 3793 of colored calf and white crushed kid, and of white calf and white crushed kid and other materials, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

UNITY SHOEMAKERS, INC.—HAVERHILL

April 5, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers, Inc., of Haverhill and treers. (106)

The Board awards that \$1.80 per case of 36 pair, including powder, shall be paid for cleaning white buck or white suede shoes in the Unity Shoemakers, Inc., factory at Haverhill, for the work as there performed.

By agreement of the parties this decision shall take effect as of its date.

COLELLA, INC.—HAVERHILL

April 12, 1940

In the matter of the joint application for arbitration of a controversy between Colella, Inc., of Haverhill, and cutters. (102)

The Board awards that the following prices shall be paid by Colella, Inc., to cutters at Haverhill, for the work as there performed:

	Per 100 pair
Cutting color and leather extra when over six pieces to a pair, ...	No change
Cutting white buck, when special condition exists, ...	\$0.25 extra
Cutting outsides, six pairs and under, when not combination (this does not include samples), ...	.50
Cutting kid suede, ...	No change
Cutting Pieces, ...	No change
Cutting low wedge heel covers, ...	1.20
Cutting outsides, under 18 pair, when not combination, ...	.25 extra

Cutting trimmings, under 18 pair, when not combination, .	.125 extra
Cutting trimmings, 6 pair and under, when not combination, .	.25 extra

By agreement of the parties, this decision shall take effect as of March 18, 1940.

PALMER & PARKER COMPANY—BOSTON

April 15, 1940

In the matter of the joint application for arbitration of a controversy between Palmer & Parker Company of Boston and employees. (57)

The Board awards that the attached agreement, retroactive to January 1, 1940, shall be signed by both parties.

Should either party desire to reopen the wage scale, as contained in this agreement, such notice shall be given in writing before August 15, 1940.

AGREEMENT—

WAGE SCALE AND AGREEMENT entered into this fifteenth day of April, 1940, by and between the PALMER & PARKER LUMBER COMPANY, hereinafter called the EMPLOYER, and the LUMBER DEPARTMENT OF LOCAL UNION NO. 379, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, STABLEMEN and HELPERS, hereinafter called the LOCAL.

ARTICLE I

1. The Employer signing this agreement agrees that all men employed are covered by this agreement, and that all employees who are now members of the Union or who have been members at any time during 1939 must continue to be members in good standing.

2. The Employer agrees that in hiring additional employees, union members shall be hired if and when available. If union men are not available, then the Employer may hire employees outside the union; such employees, however, must join the union within Thirty (30) days from the beginning of their employment.

3. Local Union No. 379 shall, if it so desires, have a representative to act as steward at the Employer's place of business.

4. The Employer agrees that when hiring outside trucks remaining under control of the Employer, they shall be operated by members in good standing of Local Union No. 379, if available. It is also agreed that the Employer will not engage other equipment while they have available equipment of their own.

ARTICLE II

1. Forty-two (42) hours shall constitute a week's work for all chauffeurs, yard men, tallymen or salesmen.

2. Eight (8) hours shall be worked consecutively between the following hours: from 7 A. M. to 5 P. M. the first five days of the week, Monday to Friday, inclusive, and from 7 A. M. to 12:00 noon on Saturday.

In the veneer department it is agreed that a shift may be operated over any eight-hour period so long as the men are paid for a full day of eight hours, during the first five days of the week.

3. When employees work in excess of forty-two (42) hours per week or in excess of the hours stated in this article for their day's work they shall receive overtime for the same at the rate of time and one-half of the regular wage.

ARTICLE III

1. The schedule of wages recognized by this agreement shall be as follows:

Chauffeurs and tractor men, a minimum of not less than 65c. an hour.
Tallymen or yard salesmen, a minimum of not less than 70c. an hour, exclusive of Stanley Plaistow.

Yardmen or helpers, a minimum of not less than 48c. an hour, exclusive of Peter Barrett.

Mill men, first class, a minimum of not less than 70c. an hour, exclusive of Robert McDonald.

Mill men, second class, a minimum of 55c. an hour.

Veneer Helpers, a minimum of 48c. an hour.

Mill men, first class, includes saw filer, first class crane men and maintenance men.

Mill men, second class, includes saw filer, kiln foreman and maintenance men.

2. Any employee receiving a weekly or hourly wage in excess of that called for in this agreement shall suffer no reduction by reason of its adoption.

3. Men shall suffer no reduction in pay by being temporarily transferred to another department. A temporary transfer is held to mean to extend for not more than two (2) days in any one week.

ARTICLE IV

1. The Employer signing this agreement agrees to pay its employees for the following legal holidays: January 1st, May 30th, July 4th, Labor Day, Thanksgiving Day and Christmas Day. When employees, except watchmen, are required to work on a Sunday or the above-specified legal holidays or on February 22nd, April 19th, October 12th or November 11th, they shall receive double time for the work performed.

ARTICLE V

1. In general, seniority shall prevail, but in the event there is insufficient work to insure all employees a reasonable week's pay, the superintendent of the plant may, with the approval of the steward, arrange the work so that it shall be equally divided among all the employees.

2. It is agreed by the employer that no foreman or salaried officer shall work or take the place of employees covered by this agreement, except, however, in the case of an emergency, and providing men are getting full time, then office employees and salesmen may take stock, may arrange piles to take stock, wait on customers, and in an emergency may tally and load trucks.

ARTICLE VI

1. In the event that an employee who is a member of Local Union No. 379 is discharged, such employee shall be granted a hearing by his Employer, if he so requests same within twenty-four hours. If it is found that he has been discharged through no fault of his own he shall be restored to his work and shall receive full wages from the time of his discharge.

It is agreed that employees may be discharged for dishonesty or intoxication.

2. Employees shall not engage in outside activities during working hours except with the consent of the Employer.

ARTICLE VII

1. When employees are laid off, notice shall be given of the same the night before, and should an employee report for work without receiving such notice and be given no work, he shall receive one-half ($\frac{1}{2}$) day's pay for reporting.

2. When employees work any portion of the morning or afternoon they shall receive a half-day's pay for the same, and four (4) hours shall constitute a half-day. This and the preceding paragraph shall not apply in the event that it is necessary to stop work because of weather conditions, or other acts of God.

ARTICLE VIII

1. It is agreed by the Employer that there will be no meetings held with their employees where there are to be discussions regarding union laws, wages or working conditions without the business representative of the union being notified and present. This does not exclude the right of the Employer to talk to his employees at meetings for the purpose of encouraging its business or sales.

2. It is further agreed that any one representing either the Employer or the Local shall not attempt to arrange other conditions with any of the members of the Local other than those set forth in this agreement without first notifying the business representative of the Local.

ARTICLE IX

Any controversy which may arise between the parties which is not covered by this agreement and which the agent of the local fails to adjust shall be referred to an Arbitration Committee which shall consist of two representatives of the Local and two representatives of the Employer.

If the Arbitration Committee is unable to adjust the difficulties within five days they shall appoint a fifth member with power to adjust the dispute.

If the Committee is unable to agree on a fifth person within three days, then the dispute shall be submitted to the State Board of Conciliation and Arbitration. Pending their decision the employees shall continue at work.

ARTICLE X

1. The terms and conditions of this agreement shall continue in force, and bind both parties from January 1, 1940 until January 1, 1941.

2. Notice in writing of the parties who desire a change in the existing agreement shall be given thirty (30) days prior to the expiration of the agreement. If no notice is given by either party, this agreement shall continue in force.

3. It is agreed that a copy of this agreement shall be posted by the union on the premises of the Employer signing same.

ADDENDA:

Peter Barrett, Robert McDonald and Stanley Plaistow shall continue working under the same conditions as the previous contract, providing they do not violate any of the rules in this contract.

EAGLE SHOE COMPANY, INC.—EVERETT

April 16, 1940

In the matter of the joint application for arbitration of a controversy between the Eagle Shoe Company, Inc., of Everett, and employees. (83)

The Board awards that under Article 9 of the agreement between the Eagle Shoe Company, Inc., and the United Shoe Workers of America that the company does not have the right to combine jobs.

By agreement of the parties, this decision shall take effect as of its date.

EAGLE SHOE COMPANY, INC.—EVERETT

April 16, 1940

In the matter of the joint application for arbitration of a controversy between the Eagle Shoe Company, Inc., of Everett, and treers. (84)

The Board awards that the new process of cleaning white and combination shoes is a cleaner's operation.

By agreement of the parties, this decision shall take effect as of its date.

PHYLLIS SHOE COMPANY—NEWBURYPORT

April 16, 1940

In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Newburyport and lockstitchers. (90)

The Board awards that seventy-five cents per case of thirty-six pair shall be paid by the Phyllis Shoe Company to employees at Newburyport for lockstitching camp moccasins, double seam around entire sole, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of the inception of the work in question.

MAYFAIR SHOE CORPORATION—NEWBURYPORT

April 16, 1940

In the matter of the joint application for arbitration of a controversy between the Mayfair Shoe Corporation of Newburyport and employees. (96)

The Board awards that the following prices shall be paid by the Mayfair Shoe Corporation to employees at Newburyport, for the work as there performed:

	Per case of 36 pair
Cementing soles, all around, for wedge heels, . . .	\$0.11
Flesh all around, for wedge heels, . . .	.17
Chamfering edge for Compo sole laying, . . .	.085
Fill shanks for wedge heels, . . .	.35
Rough shanks and heels for wedge heels, . . .	.19
Lay soles on conveyor for wedge heels, . . .	.40
Staple heels on wedge heels, . . .	.12
Nailing shanks on wedge heels, . . .	.09

By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

MORGAN LAUNDRY SERVICE, INC.

April 16, 1940

In the matter of the joint application for arbitration of a controversy between Morgan Laundry Service, Inc. and Porter. (104)

The Board awards that the discharge of the employee in question was justifiable.

SWARTZ SHOE MANUFACTURING COMPANY—LYNN

April 16, 1940

In the matter of the joint application for arbitration of a controversy between the Swartz Shoe Manufacturing Company of Lynn and fancy stitchers. (111)

The Board awards that thirty-five cents per case of 36 pair shall be paid by the Swartz Shoe Manufacturing Company to fancy stitchers at Lynn for imitation stitching on Gladys vamp, Pattern No. 155, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

MAYFAIR SHOE CORPORATION—NEWBURYPORT

April 16, 1940

In the matter of the joint application for arbitration of a controversy between the Mayfair Shoe Corporation of Newburyport and woodheelers. (113)

The Board awards that seventy-eight cents per case of 36 pair shall be paid by the Mayfair Shoe Corporation to employees at Newburyport for wood heeling wedge heels by hand, for the work as there performed.

By agreement of the parties, this decision shall take effect as of March 25, 1940.

JOSEPH ELWARD—LAWRENCE

April 23, 1940

In the matter of the joint application for arbitration of a controversy between Joseph Elward of Lawrence and counterman. (86)

The Board finds that the employer was justified in discharging the employee in question.

V. & P. GARAGE—LAWRENCE

In the matter of the joint application for arbitration of a controversy between the V. & P. Garage of Lawrence and a mechanic. (105)

The Board finds that the discharge of the employee in question was not justified and orders his reinstatement as of April 1, 1940.

ROSENTHAL & DOUCETTE SHOE COMPANY—BEVERLY

April 23, 1940

In the matter of the joint application for arbitration of a controversy between Rosenthal & Doucette Shoe Company of Beverly and edgemakers. (114)

The Board awards that the following prices shall be paid by the Rosenthal & Doucette Shoe Company to edgemakers at Beverly, for the work as there performed:

Wedge heel shoes:	Per case of 36 pair
Edgetrimming, ...	\$0.84
Edgesetting, two settings, ...	1.00

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

April 26, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation and wood heel attachers. (125)

The Board awards that the following prices shall be paid by the Unity Shoemakers Corporation to wood heel attachers at Haverhill, for the work as there performed:

Wedge heels:	Per case of 36 pair
Size out, cementing heel, cementing shanks of shoe and spotting, ...	\$0.78
Pound down heelseats, ...	.12
Pound up counters, ...	.12
Screw attaching, flat screw, ...	.28

By agreement of the parties this decision shall take effect as of April 11, 1940.

NOVELTY SHOE COMPANY—HAVERHILL

April 29, 1940

In the matter of the joint application for arbitration of a controversy between the Novelty Shoe Company of Haverhill and zig zag stitchers. (82)

The Board awards that the following prices shall be paid by the Novelty

Shoe Company to zig zag stitchers at Haverhill, for the work as there performed:

Zig zagging pieces to make wedge heel cover:	Per dozen pair
Fast machine, ...	\$0.11
Slow machine, ...	.16

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

FREEDLENDER SHOE CO. (P. & G.)—HAVERHILL

April 29, 1940

In the matter of the joint application for arbitration of a controversy between the Freedlender Shoe Co. (P. & G.) of Haverhill and lining makers. (99)

The Board awards that there shall be no change in the price now being paid by the Freedlender Shoe Company to lining makers at Haverhill for stitching "Special" neverslip to lining, for the work as there performed.

By agreement of the parties this decision shall take effect as of March 18, 1940.

COLELLA, INC.—HAVERHILL

April 29, 1940

In the matter of the joint application for arbitration of a controversy between Colella, Inc., of Haverhill, and woodheelers. (115)

The Board awards that there shall be no change in the price now being paid by Colella, Inc., to woodheelers at Haverhill for finishing wood heels, for the work as there performed.

By agreement of the parties, this decision shall take effect as of April 4, 1940.

HERK SHOE COMPANY—HAVERHILL

April 29, 1940

In the matter of the joint application for arbitration of a controversy between the Herk Shoe Company of Haverhill and fancy stitchers. (116)

The Board awards that the following prices shall be paid by the Herk Shoe Company to fancy stitchers at Haverhill, for the work as there performed:

Fancy stitching vamp saddles and lines on Pattern No.

690:

	Per dozen pair
Small saddles on lining, including lines	\$0.35
Large saddles on lining, including lines	.40

These prices are established in accordance with list signed by the Shoe Manufacturers Board of Trade and the Union.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

SHOE MANUFACTURERS—HAVERHILL

April 29, 1940

In the matter of the joint application for arbitration of a controversy between the Shoe Manufacturers of Haverhill and edgetrimmers and edgese-tters. (117)

The Board awards that the following prices shall be paid by the shoe manufacturers to employees at Haverhill, for the work as there performed:

Wedge heels:	Per case of 36 pair
Trimming	\$0.70
Setting	.70

By agreement of the parties this decision shall take effect as of the date of starting the operations in question.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

April 29, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and French cord stitchers and turners. (121)

The Board awards that there shall be no change in the price now being paid by the Unity Shoemakers Corporation to employees at Haverhill for turning and stitching French cord on Pattern Nos. 3864 and 3684, for the work as there performed.

By agreement of the parties this decision shall take effect as of April 11, 1940.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

April 29, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and lining makers. (124)

The Board awards that there shall be no change in the price now being paid by the Unity Shoemakers Corporation to lining makers at Haverhill for stitching new backstay on lining, for the work as there performed.

By agreement of the parties, this decision shall take effect as of March 26, 1940.

B. E. COX LEATHER COMPANY—PEABODY

April 29, 1940

In the matter of the joint application for arbitration of a controversy between B. E. Cox Leather Company and Plushers. (130)

The Board awards that the discharge of the two employees in question was justified.

GOLD SEAL SHOE CORPORATION—BOSTON

April 30, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and wood heel finishers. (134)

The Board awards that the heel in question is a Continental heel.

By agreement of the parties, this decision shall take effect as of the date of the inception of the work in question.

BLUE HILL SPRING WATER COMPANY—BOSTON

May 2, 1940

In the matter of the joint application for arbitration of a controversy between the Blue Hill Spring Water Company of Boston and service man on refrigeration. (127)

The Board finds that the employee in question was unjustifiably discharged and orders his reinstatement as of April 29, 1940.

TRIMOUNT LEATHER COMPANY—PEABODY

May 3, 1940

In the matter of the joint application for arbitration of a controversy between the Trimont Leather Company of Peabody and seasoners and helpers on seasoning machine. (119)

The Board awards that there shall be no change in the rate of wages now paid seasoners or swabbers in the employ of the Trimount Leather Company at Peabody and that helpers or receivers and rackers shall receive \$21.00 for a week of 40 hours, for the work as there performed.

This decision shall take effect as of its date.

GRAND SHOE COMPANY, INC.—HAVERHILL

May 3, 1940

In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company, Inc., of Haverhill, and fancy stitchers. (135)

The Board awards that \$0.795 per dozen pair shall be paid by the Grand Shoe Company, Inc., to fancy stitchers at Haverhill for stitching saddles on Pattern No. 9905, for the work as there performed. (This price is established in accordance with the list signed by the Shoe Manufacturers Board of Trade and the union.)

By agreement of the parties, this decision shall take effect as of its date.

KIRSTEIN TANNING COMPANY, INC.—PEABODY

May 8, 1940

In the matter of the joint application for arbitration of a controversy between the Kirstein Tanning Company, Inc., of Peabody, and tacker. (126)

The Board finds that the tacking of goat or kid leather, as performed by the employee in question, was not competently done and that the management was justified in laying this employee off this work.

The Board recommends, should there be any work on splits, or any other work to which the employee would be eligible, that he be given such work.

NEW BEDFORD STANDARD-TIMES AND MERCURY

May 9, 1940

In the matter of the joint application for arbitration of a controversy between the New Bedford Standard-Times and Mercury and chauffeurs. (290)

The Board awards that the attached agreement, retroactive to November 28, 1939 in so far as wages are concerned, shall be signed by both parties.

AGREEMENT

This Agreement made and entered into by and between the New Bedford Standard-Times and Mercury, having a usual place of business in New Bedford (hereinafter called the Employer) and LOCAL 59 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, STABLEMEN AND HELPERS OF AMERICA (hereinafter called the Union) to cover all hours, wages and conditions as hereinafter set forth from the 28th day of November, 1939, until the 28th day of November, 1940.

ARTICLE I

It is hereby agreed that all persons who, at the time of the signing of this agreement, are members of Local 59, and all persons who become members of Local 59 must remain members in good standing.

It is further agreed that should the services of a union member be terminated, he shall be replaced by a man who shall, at the expiration of thirty days, join the said union.

ARTICLE II

Hours: In accordance with the Federal Fair Labor Standards Act, forty-two (42) hours shall constitute a week's work until October 24, 1940; thereafter, forty (40) hours shall constitute a week's work, and the hours of labor each day shall be in uninterrupted succession, except for drivers working on morning and evening editions. All time worked in excess of the hours per week as stated above shall be paid for at the rate of time and one-half.

ARTICLE III

Wages: The wages to be paid to chauffeurs and helpers shall be not less than as follows:

All regular chauffeurs, \$0.60 per hour, but not less than a total of at least \$18.00 a week.

All regular helpers, \$.40 per hour.

Any employee receiving a weekly wage in excess of the rates listed above shall suffer no reduction by reason of its adoption.

ARTICLE IV

When an employee is laid off notice shall be given the night before or sooner, and should an employee report for work without receiving such notice and be given no work, he shall receive one-half ($\frac{1}{2}$) day's pay for reporting. When an employee is laid off for a day, the employer shall not request him to come around the place of business or garage on speculation. Any employee put to work shall be paid for not less than four hours.

ARTICLE V

Employees required to work on evening publications on the following legal holidays shall be paid time and one-half for all hours worked:

January 1st	Labor Day
May 30th	Thanksgiving Day
July 4th	Christmas Day

ARTICLE VI

Regular employees shall have one day off in any seven-day (7) period.

Regular employees shall be allowed one hour for dinner each working day as near twelve o'clock noon as possible without interfering with established delivery schedules.

ARTICLE VII

Preference shall be given to employees older in service and in the order of their seniority to the work available, if the employee is capable of doing the required work.

ARTICLE VIII

The union may select one of the regular employees of the company to act as steward,

It shall not be considered a breach of this contract for the union to refuse to permit its members to cross a picket line of the American Federation of Labor. The union will endeavor to arrange for the delivery of any freight in the possession of the employer at that time.

ARTICLE IX

Employers agree when hiring outside trucks remaining under their control that they shall be operated by members in good standing of Local Union No. 59.

ARTICLE X

The employer shall have the right to discharge for dishonesty, drunkenness, insubordination and violation of driving rules formulated by the management, not in conflict with the terms of this contract, and posted in each truck.

ARTICLE XI

Accredited union officials shall be permitted to enter garage or place of business at reasonable times and examine due books and collect dues of all members.

ARTICLE XII

No employee shall be required to operate or work upon a vehicle which is defective in condition or equipment or to operate on an excessive speed schedule, or to operate without sufficient rest, or in violation of any law or ordinance.

ARTICLE XIII

The employer shall carry either Workmen's Compensation, or, in the event of an injury to an employee, shall provide said employee with the same benefits and payments and in the same manner as provided by the provisions of the General Laws, Chapter 152, and amendments, up to and including the date of the signing of these presents, commonly referred to as the Workmen's Compensation Act.

ARTICLE XIV

The business agent of the union may remove any member from the job for not complying with the union laws and the working conditions of this agreement, provided that the employer has received one week's notice in advance.

ARTICLE XV

Should any difference arise between the employer and employee as to the interpretation of this agreement, which the local agent fails to adjust to the satisfaction of the employer and the employee, it shall be referred to an arbitration committee. This committee shall consist of one (1) representative of the company, and one (1) representative of said Local Union No. 59. They in turn shall pick a third neutral party. The decision of this committee shall be final and binding, and all decisions shall be retroactive to the date of grievance. Hearing is to be given within three (3) days after selection of the third party.

Should the committee of two fail to agree on the third or neutral party within five (5) days, the third or neutral party shall be selected by the State Board of Conciliation and Arbitration and the decision of this committee shall be final and binding on both parties.

Men are to remain on the job and conditions are to remain *in statu quo* until the arbitration committee has returned a decision.

ARTICLE XVI

This agreement shall remain in full force and effect for one year and shall then renew itself from year to year unless either party to the agreement gives written notice to the other party, at least thirty (30) days prior to the date of expiration of the agreement, of a desire to change or amend this agreement.

On receipt of such notice by either party, negotiations for renewal shall be conducted.

S. L. BLACK COMPANY—CHARLESTOWN

May 15, 1940

In the matter of the joint application for arbitration of a controversy between S. L. Black Company of Charlestown and produce handlers. (110)

The Board finds that there was violation of the last sentence of Article 12 in that M. M. Black, an employer, did work which could have been done by union employees. Miller also did this work, but he was not an employee.

The Board further finds that there was no evidence presented by either side as to violation of Article 17.

The Board was limited to arbitrating Articles 12 and 17 only by the arbitration agreement.

DORCHESTER DYE HOUSE—BOSTON

May 15, 1940

In the matter of the joint application for arbitration of a controversy between the Dorchester Dye House of Boston and employees. (142)

The Board finds that the rest period should be restored as of prior to April 8, 1940 until such time as the union and the employer come to an agreement for a change and any monies taken from the employees shall be paid back to them.

J. B. BLOOD COMPANY—LYNN

May 15, 1940

In the matter of the joint application for arbitration of a controversy between J. B. Blood Company of Lynn and truck drivers. (144)

The Board finds that the driver in question should be reinstated as of April 10, 1940.

BEGGS & COBB, INC.—WINCHESTER

May 17, 1940

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and beam house worker. (138)

The Board finds that the employee in question should not be placed back on his job.

BEGGS & COBB, INC.—WINCHESTER

May 20, 1940

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester, and split buffers. (137)

The Board awards that there shall be no change in the wages now being paid to the split buffers at Beggs & Cobb, Inc., in Winchester, for the work as there performed.

BENZ KID COMPANY, FACTORY NO. 2—LYNN

May 20, 1940

In the matter of the joint application for arbitration of a controversy between the Benz Kid Company, Factory No. 2, of Lynn, and beam house workers. (152)

The Board finds that Stanley Dunoch was originally hired as of June 13, 1933, and lost his seniority rating by joining a C.C.C. camp in March, 1934. He returned to work with a seniority rating as of May, 1937. John Yanicki obtained his seniority rating as of August 3, 1933.

The Board, therefore, finds that John Yanicki is senior to Stanley Dunoch.

SPRAGUE, BREED, STEVENS, NEWHALL—LYNN

May 22, 1940

In the matter of the joint application for arbitration of a controversy between Sprague, Breed, Stevens, Newhall of Lynn and wharfman. (118)

The Board finds that the company is not obliged to continue in employment the employee in question.

By agreement of the parties, this decision shall take effect as of April 18, 1940.

HAFFENREFFER & CO., INC., BOSTON BEER COMPANY, CROFT BREWING COMPANY and STAR BREWING COMPANY—BOSTON

May 23, 1940

In the matter of the joint application for arbitration of a controversy between Haffenreffer & Co., Inc., Boston Beer Company, Croft Brewing Company and Star Brewing Company of Boston and brewery engineers. (129)

The Board awards that under the present conditions—economic, industrial, etc.—the brewery engineers are not entitled to:

1. Increased pay
2. Double time for overtime
3. Two weeks' vacation with pay
4. Double time for holidays.

The Board does award, however, that they are entitled to:

1. Time and one-half for overtime
2. One week's vacation with pay
3. Time and one-half for seven holidays, viz.:
January 1st, February 22d, May 30th, July 4th,
Labor Day, Thanksgiving Day and Christmas.

By agreement of the parties, this decision shall take effect as of its date.

MORRIS TANNING COMPANY—SALEM

May 23, 1940

In the matter of the joint application for arbitration of a controversy between the Morris Tanning Company of Salem and seasoners and glazers. (131)
The Board awards, as follows:

1. That the seasoners and glazers, if being placed upon a piece work basis, shall be paid the present piece work rate.
2. If the seasoners are paid upon an hourly or weekly basis, they should give the employer a production of 35 dozen skins a day on first way, 45 dozen skins a day on the second way, or a proportionate amount of each if both kinds of skins are seasoned in one day, and the hourly or weekly rate should be the one that is at present in force.
3. If the glazers are paid upon an hourly or weekly basis, they should give the employer a production of 45 dozen skins a day and the hourly or weekly rate should be the one that is at present in force.

KENT SHOE CORPORATION—HAVERHILL

May 23, 1940

In the matter of the joint application for arbitration of a controversy between the Kent Shoe Corporation of Haverhill and woodheelers. (140)

The Board awards that there shall be no change in the price now paid by the Kent Shoe Corporation to woodheelers at Haverhill for heeling on the last, as the work is there performed.

GRAND SHOE COMPANY—HAVERHILL

May 23, 1940

In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company of Haverhill and cutters. (146)

The Board awards that the skin in question is a goat skin.

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

HALE STITCHING ROOM—HAVERHILL

May 23, 1940

In the matter of the joint application for arbitration of a controversy between the Hale Stitching Room of Haverhill and fancy stitchers. (147)

The Board awards that the following prices shall be paid by the Hale Stitching Room to employees at Haverhill, for the work as there performed:

Stitching pleated saddles on vamp lining:

	Per dozen
Pattern Clara	\$0.43
" Claire	.53

The above prices are in accordance with the list signed by the Shoe Manufacturers Board of Trade and the union.

By agreement of the parties, this decision shall take effect as of the date of beginning the operation in question.

NOVELTY SHOE COMPANY—HAVERHILL

May 23, 1940

In the matter of the joint application for arbitration of a controversy between Novelty Shoe Company of Haverhill and cutters. (148)

The Board awards that there shall be no change in the price now paid by the Novelty Shoe Company to cutters at Haverhill for cutting outsides on Pattern No. 719, for the work as there performed.

ALLEN SHOE COMPANY—HAVERHILL

May 23, 1940

In the matter of the joint application for arbitration of a controversy between the Allen Shoe Company of Haverhill and edgetrimmers and edgesetters. (154)

The Board awards that a price of fifty-six cents shall be paid by the Allen Shoe Company to employees at Haverhill for edgetrimming and edgsetting wedge heel shoes on the so-called \$2 seller, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the operation in question.

NOVELTY SHOE COMPANY and THE HERBERT HOLTZ SHOE COMPANY—HAVERHILL

May 23, 1940

In the matter of the joint application for arbitration of a controversy between the Novelty Shoe Company and the Herbert Holtz Shoe Company of Haverhill and zigzag stitchers. (158)

The Board awards that a price of ten cents per dozen shall be paid by the above-named companies to employees at Haverhill for long zigzag stitching on the patterns in question, for the work as there performed. This price is in accordance with the list signed by the Shoe Manufacturers Board of Trade and the union.

This decision shall take effect as of its date.

KENT SHOE COMPANY HAVERHILL

May 23, 1940

In the matter of the joint application for arbitration of a controversy between the Kent Shoe Company of Haverhill and cutters. (159)

The Board awards that the following prices shall be paid by the Kent Shoe Company to employees at Haverhill, for the work as there performed:

Cutting Pattern No. 12-549:

Vamp,	.	.	.	.	.	.	.	.	.	\$4.84
Center strip,	.	.	.	.	.	.	.	.	.	.67

By agreement of the parties this decision shall take effect as of the date of starting the operation in question.

CONNOLLY SHOE COMPANY—HAVERHILL

May 23, 1940

In the matter of the joint application for arbitration of a controversy between the Connolly Shoe Company of Haverhill and top stitchers. (160)

The Board awards that a price of \$0.052 per dozen shall be paid by the Connolly Shoe Company to employees at Haverhill for top stitching Natalie Pattern, cut-out not backed, for the work as there performed.

This decision shall take effect as of its date.

PHYLLIS SHOE COMPANY—NEWBURYPORT

May 27, 1940

In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Newburyport and employees in lasting and making departments. (139)

The Board awards that the following prices shall be paid by the Phyllis Shoe Company to employees at Newburyport, for the work as there performed:

Per 36 pair										
Assembling moccasins,	.	.	.	.	.	.	.	.	.	\$0.40
Bed lasting moccasins,	.	.	.	.	.	.	.	.	.	.42
Laying soles on moccasins,	.	.	.	.	.	.	.	.	.	.22
Machine cutting riding boots, Pattern No. 1000,	.	.	.	.	.	.	.	.	.	1.10

The experts found no work being done on the following operations; therefore, no price is established at this time:

Thread lasting on men's slippers
Goodyear stitching men's slippers
Heeling men's slippers

By agreement of the parties, this decision shall take effect as of the date of the inception of the work in question.

SUPREME MARKETS, INC.—BOSTON

May 28, 1940

In the matter of the joint application for arbitration of a controversy between Supreme Markets, Inc., of Boston, and meat cutters and counter men. (175)

The Board awards that overtime should be paid by the Supreme Markets, Inc., to members of Locals Nos. 592 and 294 of the Amalgamated Meat Cutters and Butcher Workmen of North America, for work performed on April 19, 1940 at the South Boston store and the Gallivan Boulevard store.

DAINTY MAID SHOE COMPANY—HAVERHILL

May 29, 1940

In the matter of the joint application for arbitration of a controversy between the Dainty Maid Shoe Company of Haverhill and cutters. (145)

The Board awards that the following prices shall be paid by the Dainty Maid Shoe Company to employees at Haverhill for the work as there performed:

Per 100 pair

Cutting Pattern Nos. 409, 411 and 413 on lastex
quarters, ... No change

Pattern No. 411 is a quarter lining and shall be
figured as such.

Cutting outside vamp on Pattern No. 408, . . . \$3.66

By agreement of the parties this decision shall take effect as of the date of starting the operations in question.

HARTMAN SHOE COMPANY—HAVERHILL

May 29, 1940

In the matter of the joint application for arbitration of a controversy between the Hartman Shoe Company of Haverhill and shoeworkers. (177)

The Board awards that Hartman Shoe Company shall pay the Haverhill No. 2-A price list on cheap gold and silver kid shoes, for the work as there performed.

By agreement of the parties, this decision shall take effect as of May 28, 1940.

ECONOMY GROCERY STORES CORPORATION—BOSTON

June 4, 1940

In the matter of the joint application for arbitration of a controversy between the Economy Grocery Stores Corporation of Boston and employees. (128)

The Board finds that the employee in question was properly discharged.

KIRSTEIN TANNING COMPANY—PEABODY

June 4, 1940

In the matter of the joint application for arbitration of a controversy between the Kirstein Tanning Company of Peabody and general cellar lumper or press operator. (162)

The Board finds that the employee in question, by his refusal to appear for work as directed has sacrificed his right to work in this plant.

J. B. BLOOD COMPANY—LYNN

June 10, 1940

In the matter of the joint application for arbitration of a controversy between J. B. Blood Company of Lynn and truck drivers, helpers and warehouse men. (95)

The Board awards as follows:

ARTICLE 6: All regular employees covered by this agreement shall be paid for the following legal holidays, viz: January 1st, February 22d, April 19th, May 30th, July 4th, Labor Day, October 12th, November 11th, Thanksgiving Day and Christmas Day, unless otherwise provided herein. It is agreed, however, on April 19th, October 12th and November 11th, if other stores are open the J. B. Blood Company will be allowed to remain open to meet competition. All such employees shall be allowed one week's vacation with average pay earned for the past year after working at least one year continuously for the company. When any regular employee works 24 hours or longer in a week in which there is a holiday, except in cases where they are off on their own account, he shall receive pay for the holiday and six hours shall be allowed for the holiday.

ARTICLE 15 (a): Each salesman shall be paid a commission of 19% on all his net sales or bakery, delicatessen and products, up to and including \$140 a week. On over \$140 a week he shall be paid a commission of 20%.

(b) Salesmen operating their own trucks, bobtailers, or contractors shall receive a commission of 30% on all products sold, which commission shall include the cost of operating expenses.

(c) Student drivers shall receive a wage of \$20 per week for the first four months and a wage of \$24 a week after the first four months' employment.

(d) One week's vacation with full pay of average weekly earnings for the preceding year shall be granted each salesman who has worked one year continuously for the company.

ARTICLE 16 (b): A freight truck driver's week's work shall consist of 48 hours from Monday to Saturday noon inclusive. For all other truck drivers a week's work shall consist of 48 hours from Monday to Saturday inclusive. In any week in which there is a holiday, 42 hours shall constitute a week's work.

(d) Employees included in this section (16) shall be allowed a one hour dinner period each day, as near noon as practicable. When such employees leave the company's plant before 6 A. M., they shall be allowed 35c for breakfast.

(e) The minimum wage per hour for freight truck drivers and their helpers under this section (16) shall be as follows:

Freight truck drivers and their helpers, ...	65c per hour
Beehive store delivery truck drivers, market to market delivery truck drivers, electric ferry driver, ...	62c per hour

(i) It is agreed by the company that insofar as practicable spare men will not be put to work in the freight department until all regular drivers have received a full week's work.

ARTICLE 17: (d) Drivers included in this section (17) shall be allowed a one hour dinner period each day, as near noon as practicable and when required to work until 7 P. M. shall be allowed a thirty minute lunch period with pay, or the company may furnish a lunch.

(e) The minimum hourly rate of wages for delivery truck drivers under this section (17) shall be as follows:

Delivery truck drivers, ...	\$26.00 per week
-----------------------------------	------------------

ARTICLE 18: (a) A week's work shall consist of 48 hours from Monday to Saturday noon inclusive. All time worked in excess of 48 hours shall be paid for at the rate of time and one-half the regular rate.

Warehouse helpers, ...	58c per hour
Platform helpers, ...	58c per hour

Upon request of either party the wage question may be reopened on December 1, 1940, upon written notice by either party to the Board on or before November 1, 1940.

By agreement of the parties, this decision shall take effect as of March 15, 1940.

EAGLE SHOE CO., INC.—EVERETT

June 10, 1940

In the matter of the joint application for arbitration of a controversy between the Eagle Shoe Co., Inc., of Everett, and employees. (155)

The Board awards that the following prices shall be paid by the Eagle Shoe Co., Inc., to employees at Everett, for the work as there performed on work shoes:

Boys' Shoes: Per dozen

CUTTING ROOM:

Whole quarter, plain toe vamp, loop and backstay from split, ...	\$0.18
Whole quarter, plain toe vamp, backstay from split, ...	.165
Cut vamp lining, ...	.01
Counting, ...	.015

Boys' Shoes:

Per dozen

STITCHING ROOM:

Skive toe and vamp, ...	\$0.013
Skive Blucher vamp, ...	.015
Stamp quarter, ...	.015
Close, ...	.025

Rub down, ...	.019
Stitch imitation top row, 2 needles, space, ...	.021
Line vamps, ...	.02
Stitch tongue and vamp, 2 rows, double needle, ...	.04
Stitch tongue and vamp, 2 rows, single needle, ...	.06
Stitch loop, ...	.035
Stitch backstay with loop, ...	.06
Stitch straight backstay, 4N, ...	.0425
Stitch counter pocket, ...	.04
Stitch gusset and quarter, ...	.16
Eyelet, 4 eyelets, ...	.025
Hook, 3 hooks, ...	.024
Vamping, ...	.08
Lace, ...	.02
Rivet, one rivet each side, ...	.015
LASTING, MAKING AND PACKING ROOMS:	
Putting up work, ...	.03
Assembling, ...	.055
Pulling over, ...	.08
Side lasting, ...	.09
Toe lasting, bed machine, ...	.125
Heelseat lasting, ...	.03
Pounding, ...	.03
Sticking shanks, ...	.01
Sole laying, ...	.05
Loose nail, heel to heel, ...	.05
Loose nail, heelseat, ...	.02
Heel, whole heel, ...	.0543
Heel with plate, ...	.07
Shave, ...	.04
Scouring, one scouring, ...	.035
Heel pad, ...	.02
Dress, ...	.02
Face, ...	.014
Type, ...	.014
Pack, ...	.025

By agreement of the parties this decision shall take effect as of the date of starting the shoes in question.

ECONOMY GROCERY STORES CORPORATION—BOSTON

June 11, 1940

In the matter of the joint application for arbitration of a controversy between the Economy Grocery Stores Corporation, of Boston, and store employees. (85)

The Board awards that in those towns and cities in which members of Retail Grocery and Food Stores Employees' Union, Local No. 1445, are employed and where chain store competitors remained closed on November 11, 1939 and where this company remained open, shall be paid overtime pay at the rate of time and one-half.

UNITED MARKETS, INC.—BOSTON

June 11, 1940

In the matter of the joint application for arbitration of a controversy between the United Markets, Inc., of Boston and maintenance man. (163)

The Board finds that the employee in question shall be reinstated in his former job, as of May 17, 1940.

TWIN TANNERS, INC.—PEABODY

June 12, 1940

In the matter of the joint application for arbitration of a controversy between the Twin Tanners, Inc., of Peabody, and tackers. (151)

The Board awards that the following prices shall be paid by the Twin Tanners, Inc., to employees at Peabody, for the work as there performed:

Tacking:	Per 100
Side Splits:	
5 feet or less, ...	\$1.53
5¼ feet through 8 feet, ...	1.95
8¼ feet through 10 feet, ...	2.20
10¼ feet and up, ...	3.15

Whole kip splits:

8 feet or less,		2.00
8¼ feet through 10 feet,		2.42
10¼ feet and up,		3.46

Shoe splits:

8 feet or less,		2.50
8¼ feet through 10 feet,		3.00
10¼ feet and up,		3.95

The above prices shall include the cost of stripping.

By agreement of the parties, this decision shall take effect as of its date.

JOHN J. FLYNN & SONS—SALEM

June 12, 1940

In the matter of the joint application for arbitration of a controversy between

John J. Flynn & Sons of Salem and plushers and ironers. (153)

The Board awards that the following prices shall be paid by John J. Flynn & Sons to employees at Salem, for the work as there performed:

Plushing:	Per dozen
First way, ...	\$0.13
Second way, ...	.105
Ironing, ...	.055

By agreement of the parties this decision shall take effect as of its date.

KASANOF'S MODEL BAKERY, INC.—BOSTON

June 18, 1940

In the matter of the joint application for arbitration of a controversy between Kasanof's Model Bakery, Inc., of Boston, and bakers, members of Local No. 45, Bakery & Confectionery Workers International Union of America. (173)

The Board finds that the shop in question is not strictly a machine shop and awards that there shall be no change in the hours of labor of the union employees in this shop.

By agreement of the parties, this decision shall take effect as of its date.

EAGLE CLEANSERS & DYERS, INC.—ROXBURY

June 18, 1940

In the matter of the joint application for arbitration of a controversy between the Eagle Cleaners & Dyers, Inc., of Roxbury, and house to house drivers. (176)

The Board finds that the drivers are not being paid the proper wages in accordance with the agreement between the union and the company.

The Board awards that the drivers should be paid the basic wage plus five per cent commission when the sales do not total \$100 for the week. When the sales total \$100 or more for the week, the drivers should receive the basic wage plus ten per cent on everything from the first dollar up.

By agreement of the parties, this decision shall take effect as of its date.

MAYFAIR SHOE CORPORATION—NEWBURYPORT

June 21, 1940

In the matter of the joint application for arbitration of a controversy between the Mayfair Shoe Corporation of Newburyport and shankers out. (172)

The Board awards that there shall be no change in the price now paid by the Mayfair Shoe Corporation to employees at Newburyport for shanking out fibre innersoles with attached tucks, for the work as there performed.

FIRST NATIONAL STORES, INC.

June 24, 1940

In the matter of the joint application for arbitration of a controversy between the First National Stores, Inc., and store employees, members of the Amalgamated Meat Cutters and Butcher Workmen of North America, Locals Nos. 592, 343, 294, 219 and 71. (63)

The Board awards that the following districts shall be included in the area covered by the Board's decision of April 23, 1940:

Quincy District:

Quincy, Weymouth, Rockland, Braintree, Abington, Whitman, Stoughton, Hingham, Randolph, Hull, Brockton and Avon.

Framingham District:

Framingham, Natick, Wellesley, Westboro, Ashland, Weston, Needham, Marlboro, Hudson, Hopkinton and Cohituate.

Amesbury District:

Haverhill, Ipswich, Newburyport, Rowley, Amesbury, Lawrence, Andover, North Andover, Groveland, Salisbury, Merrimac, West Newbury and Topsfield.

JOSEPH L. GRIFFIN—JAMAICA PLAIN

June 25, 1940

In the matter of the joint application for arbitration of a controversy between Joseph L. Griffin of Jamaica Plain and driver. (132)

The Board finds that the employee in question was not justifiably discharged and orders his reinstatement as of June 12, 1940.

JOHN E. CAIN COMPANY—CAMBRIDGE

June 25, 1940

In the matter of the joint application for arbitration of a controversy between John E. Cain Company of Cambridge and employees. (180)

The Board finds that Article 4 of the agreement existing June 11, 1940 applies only to employees, members of the union, who were employed by the company on the date of the signing of the agreement.

NEW BEDFORD STANDARD TIMES, MORNING MERCURY OF NEW BEDFORD

June 25, 1940

In the matter of the joint application for arbitration of a controversy between the New Bedford Standard Times, Morning Mercury of New Bedford and chauffeurs and helpers. (185)

The Board awards, as follows:

Retroactive Pay: The wage rates as set forth in the contract call for a rate of 60c per hour for regular drivers. In figuring regular and retroactive pay, for example, wages should be figured as follows, on lowest paid driver:

Present scale, 42 hours @ 60c, ...	\$25.20
Old scale paid, per week of 42 hours, ...	17.00

Due in retroactive pay, per week of 42 hours, ...	\$8.20
---	--------

Guaranteed minimum, 30 hours at 60c per hour, ...	\$18.00
---	---------

Pay of regular helpers, 40c per hour for time worked.

Reduction in Pay: In the case of Driver Roy, evidence produced showed he had been properly paid time and one-half for time worked over 42 hours per week.

Article VII—Replacement: Replacement of helper in mailing room to fill vacancy appears to be in conformity with union contract, regardless of his former employment.

Article IX—Hiring Outside Trucks: The "hiring of outside trucks" does not refer to the receipt of goods or merchandise from independent truckmen, but to any truck hired by the company for operation by one of its own union drivers for delivery of newspapers or other merchandise. (To decide otherwise would prohibit company from receiving goods by Railway Express, or truckmen delivering from Boston, New York, etc.)

Article XII—Defective Equipment: In the matter of trucks reported by driver as in need of repairs or adjustments, the company is expected to maintain equipment in safe condition, necessary repairs to be made promptly when defects are reported by drivers on their daily report sheets.

Speed on Highways: Orders by company to drivers to run trucks up to 45 miles an hour on state highways are within the speed requirements of the Massachusetts Department of Motor Vehicles.

By agreement of the parties, this decision shall take effect as of May 9, 1940, except payment of monies, as of November 28, 1939.

PHYLLIS SHOE COMPANY, INC.—NEWBURYPORT

June 25, 1940

In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company, Inc., of Newburyport, and bed laster. (190)

The Board finds that the Phyllis Shoe Company, Inc., was justified in discharging the operator in question.

EDGAR P. LEWIS & SONS, INC.—MALDEN

June 27, 1940

In the matter of the joint application for arbitration of a controversy between Edgar P. Lewis & Sons, Inc., of Malden and candy makers. (133)

The Board awards the same vacation terms and the same wage rates as in the 1939 contract, with the following exceptions:

Men: Per hour

First six months,		\$0.35
Second six months,		.375
Third six months,		.40
Next year,		.43
After,		.46

Girls:

First six months,		.30
Second six months,		.33
Third six months,		.35
Fourth six months,		.37
Fifth six months,		.39
Packers,		.39
Packers and wrappers,		.39
Floor girls,		.39
Miniature packers,		.39
Feeders,		.39
Class "A" stringers,		.48
Class "B" stringers,		.45
Padders,		.39
Bon bon dippers,		.39
Jelly packers,		.39
Packers and wrappers,		.39
Bow makers, Class "A,"		.48
Bow makers, Class "B,"		.39
Weighers,		.39
Nougat wrappers,		.39
Cello machine,		.39
Hard candy packers,		.39
Peanut girl,		.39
William O'Connor,		.60
Anthony Martini,		.76
William Marshall,		.60
William Pederson,		.60
Joe Mockus,		.50
Arthur Phillips,		.46
Robert Popkins,		.44
Wilfred McVeigh,		.58
James O'Neil,		.58 1/2
Gordon Stafford,		.58
Joseph Coleman,		.58
Francis Coleman,		.58
William Mirley,		.58
Ralph Maxwell,		.58
Arthur Lohmas,		.58
M. Blavvelt,		.46
Leon Missick,		.46
Edward Miesstiens,		.46
John Butare,		.46
Fred Gerry,		.50
John Scott,		.50
James D'Napoli,		.44
William Foley,		.44
Irving Washington,		.46
Frank Poock,		.58 1/2
Michel Caprio,		.58 1/2
Frank Mangino,		.49

Anthony Fabiano, ...	.47½
Samuel Farria, ...	.47½
William DeAngelis, ...	.47½
Harry Wood, ...	.47½
John Dominico, ...	.47½
V. Pisacreta, ...	.47½
A. Melcheonda, ...	.47½
Rocco Febbi, ...	.47½
Dominic Ferrullo, ...	.47½
Anthony Santelli, ...	.47½
Angelo Butare, ...	.58½
Nick Lepore, ...	.58½
A. Mariella, ...	.58½
Albert Pierney, ...	.58½
Ralph Yannaco, ...	.58½
Joseph Butare, ...	.58½
Carmen Testa, ...	.51½
Martin Monahan, ...	.47½
Rocco Rasati, ...	.47½
Angelo Palermo, ...	.47½
George Rosati, ...	.47½
Frank Rabiani, ...	.47½
Walter Burnett, ...	.47½
Edmond Postano, ...	.47½
A. Divilechia, ...	.47½
Ralph DelSorto, ...	.47½
Michael Fabiano, ...	.47½
P. Ricci, ...	.47½
Joe Doucette, ...	.47½
John Crowe, ...	.47½
S. Ryland, ...	.47½
J. Lancaster, ...	.47½
F. Renaldi, ...	.47½
Leslie Merrill, ...	.47½
Louis Cooliano, ...	.47½
Angelo Leone, ...	.47½
John Lepore, ...	.58½
Frank Natola, ...	.45
John Carbone, ...	.45
William Menzo, ...	.44
Carmen Frongillo, ...	.44
Angelo DeNapole, ...	.44
Nick Teta, ...	.44
Frank Amarto, ...	.44
J. DeNapoli, ...	.44
Frank Petrillo, ...	.58½
Sol Brigundi, ...	.46
Albert Steriti, ...	.44
A. Lanzo, ...	.44
Geo. Gove, ...	.46
James Miruchino, ...	.44
Ralph Stuloto, ...	.63
George Whitman, ...	.44
Arnold Cave, ...	.46
N. Guerriero, ...	.44
Walter Caprio, ...	.55
Frank Meceli, ...	.50
Stanley Reczek, ...	.44
James Benedetto, ...	.44
Walter Reczek, ...	.44
Louis Cerullo, ...	.48
John Bono, ...	.49
S. McMavro, ...	.43
Frank Caprio, ...	.53

	Per hour
Anthony Ferrulo, ...	.58
Joseph Natola, ...	.47½
Angelo Matarozza, ...	.58
James DeBlazi, ...	.58
Malcolm Conway, ...	.50
William DeFranzo, ...	.42
Sam Porcello, ...	.75
Joseph Corso, ...	.50
Albert DeLuca, ...	.46
John DePeri, ...	.44
Americi Raporri, ...	.54
William Langton, ...	.50
Walter Canning, ...	.46
Frank Marcionte, ...	.44
Joe Pallazzola, ...	.47
James Miller, ...	.44
Elmer Westenberger, ...	.44
Vincent Renzir, ...	.58½
Jessie Gasparro, ...	.58½
Joseph Carboni, ...	.58½
Fiore Desimone, ...	.58½
Peter Rosetti, ...	.58½
Jerry Viola, ...	.47½
Attilo Anzalone, ...	.47½
Albert Lepore, ...	.47½
Americi Guarino, ...	.58½
Anthony Rossetti, ...	.47½
Felice Viola, ...	.47½
Al Sacco, ...	.63½
Harold Jackson, ...	.62½
Michel Stafford, ...	.39
George Boulahe, ...	.39
Vick Baroutas, ...	.36½
Harold Buchanon, ...	.36½
Frank Kavanaugh, ...	.41½
George Larson, ...	.36½
Eugene Garbati, ...	.39
Emile DeBlock, ...	.41½
M. Lasofsky, ...	.41½
Bernard Puras, ...	.41½
Dominic Puras, ...	.39
Phillip Ragicci, ...	.41½
Anthony Lepore, ...	.58½
Louis Ciano, ...	.39
Michel Renzi, ...	.41½
Joe Palmerino, ...	.36½
Frank Perrulo, ...	.55½
R. McKinnon, ...	.39
Charles Boland, ...	.39
Robert Barnes, ...	.39
Andrew Povlos, ...	.36½
Arthur Manos, ...	.36½
Hamlet Cassiano, ...	.39
Victor Nardi, ...	.41½
Carmen Santoro, ...	.39
Arnold DeFeo, ...	.54
Edward Barnes, ...	.36½
Charles Supren, ...	.64½
William Hatch, ...	.39

The Board further awards an increase of two per cent in the piece work rates for chocolate dippers.

By agreement of the parties, this decision shall take effect as of April 22, 1940.

GOLD SEAL SHOE CORPORATION—BOSTON

June 27, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and bench girls. (136)

The Board awards that the following prices shall be paid by the Gold Seal Shoe Corporation to bench girls at Boston, for the work as there performed:

Plazet Shoe:	Per 36 pair—net
Fitting backer	\$0.30
Cementing, one coat:	
By hand	.15
By machine	.11

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

***GOLD SEAL SHOE CORPORATION—BOSTON**

June 27, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and French cord stitchers and pressers. (164)

The Board awards that the following prices shall be paid by the Gold Seal Shoe Corporation to employees at Boston, on the \$4.00 grade, for the work as there performed:

Elco Shoe:	Per 36 pair
Stitching French cord and pressing:	
French cord	\$0.36 base
Extra for pieces	.06
	\$0.42

By agreement of the parties, this decision shall take effect as of the date of the inception of the work in question.

KANE'S, INCORPORATED—BOSTON

June 27, 1940

In the matter of the joint application for arbitration of a controversy between Kane's, Incorporated, of Boston, and finisher. (174)

The Board finds that vacations authorized under the contract belong as a right only to employees actually employed by the company at the time the vacations are awarded. When an employee voluntarily leaves the employ of the company before the end of his year, he forfeits his right to his vacation.

By agreement of the parties, this decision shall take effect as of its date.

LOWELL TRUCKING CORPORATION—LOWELL

June 27, 1940

In the matter of the joint application for arbitration of a controversy between the Lowell Trucking Corporation of Lowell and over the road truck drivers. (179)

The Board finds that seniority rights have not been complied with under the terms of the contract.

By agreement of the parties, this decision shall take effect as of May 20, 1940.

PURITAN TANNING COMPANY—SALEM

June 27, 1940

In the matter of the joint application for arbitration of a controversy between the Puritan Tanning Company of Salem and mechanic. (181)

The Board finds that the employee in question was justifiably discharged.

LYNN FOOD CENTRE—LYNN

June 27, 1940

In the matter of the joint application for arbitration of a controversy between the Lynn Food Centre of Lynn and clerks. (189)

The Board finds that under the contract between the Lynn Food Centre and the Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 71, every full time employee of the company who on April 8, 1940

was receiving a weekly salary of over \$25.00 a week was entitled to an increase in salary of \$1.00 a week, commencing the week of April 8, 1940.

By agreement of the parties, this decision shall take effect as of April 8, 1940.

JANICE SHOE COMPANY—LYNN

July 1, 1940

In the matter of the joint application for arbitration of a controversy between the Janice Shoe Company of Lynn and bed lasters. (156)

The Board awards that there shall be no change in the price now paid by the Janice Shoe Company to employees at Lynn for bed lasting high toe shoes, for the work as there performed.

LOWELL SHOE COMPANY—LOWELL

July 3, 1940

In the matter of the joint application for arbitration of a controversy between the Lowell Shoe Company of Lowell and employees. (184, 191)

The Board awards that the following prices shall be paid by the Lowell Shoe Company to employees at Lowell, for the work as there performed:

	<i>Per 36 pair</i>
Designed leather on outside cutting, if required to match design	\$0.28
	<i>Per hour</i>
Cleaning alligator shoes	\$0.40
	<i>Per 36 pair</i>
Pattern No. 74396:	
Fancy stitchings:	
Rows on quarter	\$0.40
Rows on vamp	.60
Cut-outs on vamp	.72
Pattern No. 1210-11:	
Fancy stitching:	
Stitching eyelet stay and bar	.80
Pattern No. 1205-06:	
Imitation row on quarter	.28
Imitation row on vamp	.46
Side to lining and top of vamp and stay	1.06
Imitation row on plug	.30
Pattern No. 1218-19:	
Fancy stitching:	
Imitation row on quarter	.34
If thread must be cut	.03
Pattern No. 1214-15:	
Stitching gore on lining	.25
Pattern No. 1207-08-09:	
Fancy stitching all around top of vamp	.90
If stay is used, extra	.06
Pattern No. 23-1205-06:	
Top stitching	.62
Pattern No. 23-1207-08-09:	
Top stitching	.56
Pattern No. 8857:	
Top stitching	.58
Pattern No. 74396:	
French cord stitching quarter	.50
French cord turning quarter	.50
Pattern No. 1204:	
Stitching foxing on quarter	.43
Imitation on foxing	.23
Backing on seamless	.09
Pattern No. 23-1216-17:	
Zig zag binding	.30
Pattern No. 23-1216-17:	
Top stitching pump	.51
Tuck in gores	.06
If extra knife is used	.06
Pattern No. 1204:	
Fancy stitching row around top of seamless	.24

Per 36 pair

Pattern No. 1216-17:

Double needle tip on vamp	.36
Double needle collar on vamp	.42
French cord stitching closed pump quarter	.30
French cord turning closed pump quarter	.30

By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

TWENTIETH CENTURY BAKERY, INC.—HAVERHILL

July 9, 1940

In the matter of the joint application for arbitration of a controversy between the Twentieth Century Bakery, Inc., of Haverhill, and bakery workers. (186)

The Board finds that the company was justified in discharging the employee in question in the manner and under the circumstances which they did. However, in view of the fact that this is the man's first offense the Board recommends that the company give him another chance.

This decision shall take effect as of its date.

HATHAWAY BAKERIES, INC.—CAMBRIDGE

July 9, 1940

In the matter of the joint application for arbitration of a controversy between the Hathaway Bakeries, Inc., of Cambridge, and retail salesman. (187)

The Board finds that the employer was justified in taking away the job of the employee in question under the circumstances, but recommends, in view of the company's failure to take prompt action when the shortage was first learned, that the man be reinstated on his agreement to permit a weekly deduction of \$5.00 until the shortage is made up.

This decision shall take effect as of its date.

J. B. BLOOD COMPANY—LYNN

July 16, 1940

In the matter of the joint application for arbitration of a controversy between J. B. Blood Company of Lynn and clerks, meat cutters and restaurant employees. (120)

The Board awards that the attached agreement, retroactive to March 15, 1940, shall be signed by the parties.

AGREEMENT made this fifteenth day of March, 1940, between J. B. Blood Company, a corporation having its principal place of business in Lynn, Massachusetts, hereinafter called the "Company", the Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 71, the Retail Clerks' International Protective Association, Local No. 1435, and the Hotel and Restaurant Employees' Union, Local No. 56, hereinafter called "The Unions".

For and on behalf of all store employees under the jurisdiction of the aforesaid unions in all stores the Company now has or will have during the life of this agreement, except persons engaged exclusively in the office, floor walkers, buyers and executives.

In consideration of the covenants herein mutually agreed to, it is agreed as follows:

UNION RELATIONS

1. The Company recognizes the Unions as the sole bargaining agencies for the employees in its stores who are covered by this agreement.

2. The Company agrees that, with reference to such of its employees who are covered by this agreement, it will retain in its employ only members in good standing of the Unions or those eligible, who have actually become members in good standing of the Unions within thirty (30) days of the date of their employment, with the exception of those who have been in the service of the Company over twenty-two (22) years, who, if they so desire, shall be exempted. It is understood and agreed that the first four (4) weeks of employment of all new union members shall be a trial period. New employees may be secured from any source the Company desires.

3. The Unions agreed that union activities will not be carried on during hours of employment, but this provision shall not prevent union officials from entering the stores during business hours at reasonable times to observe the performance of this agreement. However, the Unions' stewards shall be allowed one hour each week to collect dues and fees at a designated place.

4. Any member of the Unions being elected to a union office or as a delegate to any union activity necessitating temporary leave of absence shall be granted such leave of absence and shall at the end of the term in the first instance, or at the end of his mission in the second instance, be guaranteed reemployment and at the former wage rate plus any increases that may have become effective during his absence.

5. The Company agrees to notify the Unions of all new employees within two (2) weeks of the hiring of such new employees.

6. The Unions agree to notify the Company in writing by registered United States mail of the names of any employees who are not members in good standing of the Unions.

7. The Company agrees that they will not enter into any individual agreement with any employee covered by this agreement which is contrary to the terms of this agreement.

HOURS

8. Fifty-two (52) hours with reasonable time for clean-up shall constitute a week's work for all employees, except kitchen help. In weeks in which a full holiday occurs on days other than Saturday or Monday forty-eight (48) hours shall constitute a week's work. In weeks when the full holiday occurs on a Saturday or Monday, forty-four (44) hours shall constitute a week's work.

9. Any time worked in excess of these hours in any one week is to be considered as overtime, to be paid for at the rate of one and one-half (1½) times the employee's regular pay. All employees who work during the day shall be given one hour for lunch between 11 A.M. and 3:00 P.M., and all employees who work evenings are to be given one full hour for lunch between 4:30 P.M. and 7:30 P.M. Working hours shall be consecutive in any one day in which the employee is employed. No member of the Union shall be called by the Company for part-time work for less than four (4) hours per day.

10. Forty-eight (48) hours shall constitute a week's work for kitchen help. Any hours worked in excess of forty-eight (48) hours stated above shall be considered as overtime and shall be paid for at the rate of time and one-half.

VACATIONS

11. All full time employees who have been in the employ of the Company for a period of one year or more shall receive one week's vacation with pay; vacation periods to be designated by the Company and to be between May 1 and September 30, except that vacations may be taken at other times if it can be so arranged.

12. All regular employees in the classifications under the jurisdiction of the Retail Clerks' International Protective Association, Local No. 1435, and the Amalgamated Meat Cutters and Butcher Workmen of North America, Local No. 71, and the regular employees as counter men of the Hotel and Restaurant Employees' Union, Local No. 56, shall be given one (1) afternoon off each week and said afternoon shall begin at 12:30 o'clock (except in weeks where a holiday occurs).

WAGES

13. The minimum rate of wages for all male employees of the Company after six (6) months' service as regular full time workers, shall be \$20.00 per week.

14. The minimum rate of wages for all female employees of the Company, with the exception of counter cashiers, after six (6) months' full time service as regular full time workers, shall be \$16.00 per week.

15. The minimum rate of wages for all male part-time workers of the Company shall be:

Grocery clerks	:	:	:	:	:	:	31c per hour
Meat clerks	:	:	:	:	:	:	33c per hour

The minimum rate of wages for all female part-time workers of the Company shall be 30c per hour.

16. Any employee receiving an hourly or weekly wage in excess of that called for in this agreement shall suffer no reduction by reason of its adoption.

17. Employees shall suffer no reduction in pay by being temporarily transferred to another department.

18. If an employee is permanently transferred against his desire from one store to another, he shall be recompensed for the extra carfare such transfer may cost him for the first six (6) months after the transfer.

ARBITRATION

19. During the term of this agreement, or while its provisions shall be in force, the Unions, their members and agents, shall not take part in any suspension or cessation of work or strike of any kind against the Company and the Company agrees that there will be no lockout of the members of the Unions.

20. Any dispute arising between the Company and the members of the Unions, including any question as to the discharge of an employee shall in the first instance be taken up by the Unions and the Company, and in the event that the Unions and the Company are unable to arrive at a satisfactory settlement within three (3) days after the first discussion between the Company and a representative of the Unions, then the grievance or matter in dispute between the Company and the Unions shall be submitted to the State Board of Conciliation and Arbitration, whose decision shall be final and binding on all the parties. In the event of any grievance over discharge of an employee, the Unions shall notify the Company of such grievance within one (1) week of such discharge or its right to arbitration shall thereupon be forfeited.

SENIORITY

21. Seniority rights shall at all times prevail in lay-offs and return to work. Seniority shall be considered in the question of promotion, but competency shall be a determining factor.

22. No employee shall be held responsible for shortage in the cash drawer if he has not been given the privilege of counting his cash, and if he has not, after requesting the same, been given his regular readings after his cash has been counted and turned in. Only one employee shall be authorized to ring up on the register drawer for which such employee is responsible.

23. The provisions of this agreement shall take effect as of the fifteenth day of March, 1940, and shall remain in effect between the parties for a period of one year from March 15, 1940, and thereafter from year to year unless terminated or amended as of any March 15th by written notice by the Unions to the Company or by the Company to the Unions of intent to terminate or amend, such notice to be given not less than thirty (30) days prior to such March 15th.

SPRINGFIELD SUGAR AND PRODUCTS COMPANY—SPRINGFIELD

July 17, 1940

In the matter of the joint application for arbitration of a controversy between the Springfield Sugar and Products Company of Springfield and employees. (165)

The Board finds that the foreman can assist in emergency work, but such assistance by the foreman must not be abused.

By agreement of the parties, this decision shall take effect as of its date.

SPRINGFIELD SUGAR AND PRODUCTS COMPANY—SPRINGFIELD

July 17, 1940

In the matter of the joint application for arbitration of a controversy between the Springfield Sugar and Products Company of Springfield and truck drivers, helpers and warehouse men. (166)

The Board awards as follows:

In the matter of compensation of James Seahill for working opportunity lost, the Board finds that the contract between the company and the union states that the weekly hours shall be fifty, or as close to fifty hours per week as is consistent with the operation of the employer's business. In the evidence presented it was not shown conclusively that the lesser number of hours in the week referred to was necessary in order to be consistent with the operation of the employer's business and the Board finds that James Seahill is entitled to payment of \$7.64 for working opportunity lost.

As to the use of handlers in work of truck helpers without reclassification and payment of wage scale provided in agreement, the Board finds that the contract defines a handler as an employee regularly engaged to handle merchandise or freight either on or off a truck and duties incidental thereto, but not to operate a truck. This seems to be the work, according to the evidence, that the employee in question performed; therefore, the board rules that the employee in question comes under the classification of a handler.

As to the use of foreman, assistant foreman and checker in performing work for which union employees are required by agreement, the Board finds that

the foreman can assist in emergency work, but such assistance by the foreman must not be abused.

This decision shall take effect as of its date.

SPRINGFIELD SUGAR & PRODUCTS COMPANY—SPRINGFIELD

July 17, 1940

In the matter of the joint application for arbitration of a controversy between the Springfield Sugar & Products Company of Springfield and employees.

The Board finds that the contract does not state that a foreman, assistant foreman or checker must be a member of the union.

By agreement of the parties, this decision shall take effect as of its date.

SPRINGFIELD SUGAR AND PRODUCTS COMPANY—SPRINGFIELD

July 17, 1940

In the matter of the joint application for arbitration of a controversy between the Springfield Sugar & Products Company of Springfield and employees. (168)

The Board finds that the steward represents the members of the union employed at the plant. His duty is to see to it that the employer lives up to the contract. When the steward feels that the contract is not being lived up to, he should take the matter up directly with the management. He should not interfere with the management by giving orders direct to the employees in their work for the company.

By agreement of the parties, this decision shall take effect as of its date.

SPRINGFIELD SUGAR AND PRODUCTS COMPANY—SPRINGFIELD

July 17, 1940

In the matter of the joint application for arbitration of a controversy between the Springfield Sugar & Products Company of Springfield and employees. (169)

The Board finds that the man in question did not voluntarily leave his job and therefore he has never left his employment.

By agreement of the parties, this decision shall take effect as of its date.

CAPPY'S, INC.—NORTH EASTON

July 17, 1940

In the matter of the joint application for arbitration of a controversy between Cappy's, Inc., of North Easton, and employees. (178)

The Board awards, as follows:

1. That spare bartenders are entitled to \$5.00 for an eight hour day. There was no evidence to show that this should have been pro rated at anything less than eight hours a day. This is corroborated by the fact that spare chefs get \$5.00 a day for a nine hour day.
2. That "regular" waiters and waitresses are those who work at least five days a week and not less than twenty hours in a week.
3. There was no evidence presented as to the employment of kitchen help. It was a labor jurisdictional question.
4. The "ten days" provision on the employment of new employees should be held to include three successive working Saturdays.

GOLD SEAL SHOE CORPORATION—BOSTON

July 18, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and employees. (170)

The Board awards that heel No. 35 is not a Continental Heel and that an extra of three cents per case shall be paid by the Gold Seal Shoe Corporation to employees at Boston for shanking out the so-called notch sole, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of the inception of the work in question.

PROSPECT LEATHER COMPANY—SALEM

July 18, 1940

In the matter of the joint application for arbitration of a controversy between the Prospect Leather Company of Salem and employees. (183)

The Board finds that the above-named manufacturer should not be allowed to pay less than other manufacturers in the same district who are doing the same kind of work.

The Board further finds that the employee in question (John Palavancho) is entitled to retroactive wages amounting to a total of \$11.64.

RED CAB COMPANY—BROOKLINE

July 18, 1940

In the matter of the joint application for arbitration of a controversy between the Red Cab Company of Brookline and taxi drivers. (197)

The Board finds that the employees in question were not laid off, but were discharged. The Board further finds that their discharge was justified and that there was no violation of the contract.

FIRST NATIONAL STORES, INC.

July 19, 1940

In the matter of the joint application for arbitration of a controversy between the First National Store, Inc., and store employees, members of the Amalgamated Meat Cutters and Butcher Workmen of North America, Locals Nos. 592, 343, 294, 219 and 71. (63)

The Board awards, as follows:

The Board finds that through an omission in transcribing the hours for store managers were made the same as the hours for clerks. There was no evidence presented at the original hearing either for or against a change in the hours for store managers. Therefore, the Board awards that Article V shall be amended to read as follows:

ARTICLE V

HOURS AND WAGE RATES

HOURS

The following hours shall constitute a week's work for all employees except store managers.

Fifty-two (52) hours with reasonable time for clean-up shall constitute a week's work. In weeks in which a full holiday occurs on days other than Saturday or Monday forty-eight (48) hours shall constitute a week's work. In weeks when the full holiday occurs on a Saturday or Monday, forty-four (44) hours shall constitute the week's work.

The practice of the company in regard to the hours of employment for store managers in effect during 1939 shall continue during the term of this award.

Article VI shall be amended, to read as follows:

Under the head of *Vacations*, the second, third and fourth paragraphs will be changed to read as follows:

Vacation with pay and extra time off shall be granted store managers as follows:

Managers of stores that are closed on Wednesday afternoons throughout the year shall receive a vacation of one week with pay and extra time off of two days at \$6.00 per day.

Managers of stores that remain open on Wednesday afternoons during part of the year shall receive a vacation of one week with pay and extra time off of six days at \$6.00 per day.

Managers of stores that are open every Wednesday afternoon during the year shall receive a vacation of one week with pay and extra time off of eleven days at \$6.00 per day.

At a conference held on May 3, 1940, an interpretation was requested as to whether or not both wages and hours were retroactive to February 5, 1940. Both the employer and the employees agreed that it should apply to wages, but the employer contended that it should not apply to hours, while the employees contended that it should apply to hours.

The Board finds that the retroactive part of the agreement does apply to the hours worked between February 5, 1940 and the award of the Board, which hours would not have been worked had the contract been in effect from February 5, 1940. These hours shall be made up by the company, either by granting time off or by payment of cash, at the option of the company. The retroactive hours should be given at such time and on such days as will not inconvenience the company in the conduct of its business.

NATIONAL DOCK AND STORAGE WAREHOUSE COMPANY—BOSTON

July 19, 1940

In the matter of the joint application for arbitration of a controversy between the National Dock and Storage Warehouse Company of Boston and warehouse laborers and clerk. (202)

The Board finds that the employees in question should not be discharged permanently, but shall be laid off for one week without pay.

This decision shall take effect as of the next payroll week.

PHYLLIS SHOE COMPANY—NEWBURYPORT

July 22, 1940

In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Newburyport and vampsers. (194)

The Board awards that the following prices shall be paid by the Phyllis Shoe Company to employees at Newburyport for the work as there performed:
Vamping:

Pattern No. 130	.	.	.	.	.	.	.	.	Per 36 pair
" " 484	.	.	.	.	.	.	.	.	\$0.80
" " 8709	.	.	.	.	.	.	.	.	1.38
	.	.	.	.	.	.	.	.	.80

By agreement of the parties, this decision shall take effect as of July 1, 1940.

PHYLLIS SHOE COMPANY—NEWBURYPORT

July 22, 1940

In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Newburyport and lockstitchers and sole layers. (195)

The Board awards that the following prices shall be paid by the Phyllis Shoe Company to employees at Newburyport, for the work as there performed:

Lockstitching ski boots	.	.	.	.	.	.	.	.	Per 36 pair
	.	.	.	.	.	.	.	.	\$0.53
Stapling rubber outersole on stapling machine	.	.	.	.	.	.	.	.	.20

By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

ALGY SHOE COMPANY—EVERETT

July 22, 1940

In the matter of the joint application for arbitration of a controversy between the Algy Shoe Company of Everett and edgesetters. (199)

The Board awards that no extra shall be paid by the Algy Shoe Company to employees at Everett for edgesetting wedge heel shoes with the top lift on, for the work as there performed.

PLEASANT BEEF COMPANY—LYNN

July 23, 1940

In the matter of the joint application for arbitration of a controversy between the Pleasant Beef Company of Lynn and truck drivers. (192)

The Board finds that so long as there are in the employ of the company employees other than those named in Article 3 of the contract that said employees named in Article 3 of the contract shall be employed regularly for full time service. If, at any time, because of lack of business, all other employees, both part time and full time, are laid off, then the four employees named in Article 3 are subject to the conditions contained in Article 7, so far as they are concerned.

By agreement of the parties this decision shall take effect as of May 15, 1940.

ORIGINAL TWO HOUR CLEANERS—BOSTON

July 24, 1940

In the matter of the joint application for arbitration of a controversy between the Original Two Hour Cleaners of Boston and driver. (205)

The Board finds that the employee in question was justifiably discharged.

JOHN J. FLYNN & SONS—SALEM

July 25, 1940

In the matter of the joint application for arbitration of a controversy between John J. Flynn & Sons of Salem and staker. (200)

The Board finds that Raymond Roman is senior man over Sperios Keragis.

CHAFFIN OPTICAL COMPANY, INC.—BOSTON

July 25, 1940

In the matter of the joint application for arbitration of a controversy between the Chaffin Optical Company, Inc., of Boston and optical workers. (206)

The Board awards, as follows:

1. *Hours.* The hours of labor in any one week shall consist of forty (40) hours. Time and one-half shall be paid for all overtime over forty (40) hours in any one week, with shop schedule to be worked out by the management with the shop committee.
2. *Wages.* The minimum wage for journeymen opticians shall be \$31.00 per week beginning October 1, 1940. There shall be no change in the 1939-1940 contract in respect to apprentices.
3. *Vacations.* All employees who have worked for the company for more than one year shall be given one week's vacation with pay per year.
4. *Termination date of contract.* The contract shall terminate June 1, 1941.

KENT SHOE COMPANY—HAVERHILL

July 26, 1940

In the matter of the joint application for arbitration of a controversy between the Kent Shoe Company of Haverhill and fancy stitchers. (203)

The Board awards that there shall be no change in the price now paid by the Kent Shoe Company to employees at Haverhill for fancy stitching overlay and bow complete on Carol Pattern, for the work as there performed.

CORONET SHOE COMPANY and P. & G. SHOE COMPANY—HAVERHILL

July 26, 1940

In the matter of the joint application for arbitration of a controversy between the Coronet Shoe Company of Haverhill and the P. & G. Shoe Company of Haverhill and fancy stitchers. (207)

The Board awards that \$1.03 per dozen pair shall be paid by the Coronet Shoe Company and the P. & G. Shoe Company to fancy stitchers at Haverhill for stitching vamp piece to lining on Pattern No. 168.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

COLELLA, INC.—HAVERHILL

July 26, 1940

In the matter of the joint application for arbitration of a controversy between Colella, Inc., of Haverhill and stripping stitchers. (208)

The Board awards that there shall be no change in the price now paid by Colella, Inc., to stripping stitchers at Haverhill for stitching braid on Patterns Adelphi, Hughes and Lolita, for the work as there performed.

SHOE MANUFACTURERS—HAVERHILL

July 26, 1940

In the matter of the joint application for arbitration of a controversy between the shoe manufacturers of Haverhill and stitching room help. (209)

The Board awards that the following extras shall be paid by the shoe manufacturers to employees at Haverhill for facing shoes with closed condition, for the work as there performed:

	Per dozen pair extra
Pressers	\$0.005
Tapers	.005
Fancy stitchers	.01
Closing	.005

By agreement of the parties, this decision shall take effect as of its date.

EDGAR P. LEWIS & SONS, INC.—MALDEN

July 29, 1940

In the matter of the joint application for arbitration of a controversy between Edgar P. Lewis & Sons, Inc., of Malden and candy makers. (133)

The Board awards by the consent of the employer, that the following named employees shall receive 46c per hour for the work as there performed:

Robert Popkins	William Foley	Carmen Frongillo
James D'Napoli	William Menzo	Angelo DeNapole

Nick Teta
Frank Amarto
J. DeNapoli
Albert Steriti
A. Lanzo

James Miruchino
George Whitman
N. Guerriero
Stanley Reczek
James Benedetto

Walter Reczek
John DePeri
Frank Marcionte
James Miller
Elmer Westenberger

CHELSEA WOOL GRADERS' ASSOCIATION

August 1, 1940

In the matter of the joint application for arbitration of a controversy between Chelsea Wool Graders' Association and Wool Graders. (188)

The Board awards as follows:

Article 6, Wages:

The wage scale shall be the same as that prevailing during 1939-1940, with the exception that the employer shall pay all week working employees and piece workers for all major industrial holidays. A piece worker shall be paid at the rate of his average hourly earnings for the month of June.

No piece workers shall carry linings or bundles to the press unless they are paid 2c per hundred pounds for worsted and 4c per hundred pounds for linings in addition to their present compensation.

By agreement of the parties, this decision shall take effect as of June 1, 1940.

MONARCH SHOE COMPANY, INC.—CAMBRIDGE

August 6, 1940

In the matter of the joint application for arbitration of a controversy between the Monarch Shoe Company, Inc., of Cambridge, and fancy stitchers. (204)

The Board awards that \$1.88 per 36 pair shall be paid by the Monarch Shoe Company Inc., to fancy stitchers at Cambridge for making vamp complete on all materials on Pattern No. 227, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

KORN LEATHER COMPANY—PEABODY

August 8, 1940

In the matter of the joint application for arbitration of a controversy between the Korn Leather Company of Peabody and operators on large buffing machines. (171)

The Board awards that the piece rates now in use at the Korn Leather Company shall be continued unchanged on the large buffing machines, for the work as there performed.

GOLDBERG BROTHERS SHOE COMPANY—HAVERHILL

August 12, 1940

In the matter of the joint application for arbitration of a controversy between the Goldberg Brothers Shoe Company of Haverhill and edgeseeters and Naumkeagers. (198)

The Board awards that the following prices shall be paid by Goldberg Brothers Shoe Company to employees at Haverhill, for the work as there performed:

Per case of 36 pair extra

Naumkeaging shoes after they are degrained in the stock room \$0.05

Edgeseeting shoes after they are degrained in the stock room 03

By agreement of the parties, this decision shall take effect as of its date.

TWIN TANNERS, INC.—PEABODY

August 12, 1940

In the matter of the joint application for arbitration of a controversy between Twin Tanners, Inc. and Pickle Split Tanners. (212)

The Board awards that the price on Whole Hide Pickle Split Kips shall be \$1.47 per hundred for the work performed.

Whole Hide Pickle Split Kips shall be all such stock as shall average to weigh fifteen (15) lbs. per skin or more, invoice weight.

Decision to take effect beginning as of this date.

August 12, 1940

THE STATE BOARD OF CONCILIATION AND ARBITRATION PLACES THE BLAME FOR THE THREATENED STRIKE OF EMPLOYEES AT THE FIVE CENTS SAVINGS BANK BUILDING, RICE BUILDING, AMES BUILDING, 156 PEARL STREET BUILDING, MASSACHUSETTS BONDING AND INSURANCE COMPANY, PUBLIC SERVICE BUILDING, 10 POSTOFFICE SQUARE BUILDING, MONKS BUILDING AND PROVINCE BUILDING, ALL OF BOSTON

After many conferences attesting conciliation and after a thorough investigation, followed by public hearings held on January 9, January 30, February 2 and February 14, 1940, in the State House, Boston, and pursuant to Section 4 of Chapter 150 of the General Laws, for the purpose of determining which party is to blame for the seriously threatened strike of the employees of the above-named buildings, and after listening to the evidence presented by the representatives of the employees and the representatives of the employers, and after carefully weighing the evidence that could be deduced from that testimony, together with the facts established by the Board's investigation, the Board finds that the cause of the seriously threatened strike is the refusal of the employers, or owners of the buildings named to submit any of the questions involved to arbitration, and the Board, therefore, assigns the responsibility to the employers.

August 15, 1940

THE STATE BOARD OF CONCILIATION AND ARBITRATION PLACES THE BLAME FOR THE STRIKE AT THE BUILDING LOCATED AT 160 NORTH WASHINGTON STREET, BOSTON

After many conferences attempting conciliation and after a thorough investigation, and pursuant to Section 3, Chapter 150 of the General Laws, for the purpose of determining which party is to blame for the strike at 160 North Washington Street, and after carefully weighing the evidence, together with the facts established by the Board's Investigation, the Board is constrained to place the blame for the strike upon the employer, or owner, of the building named.

THOMPSON'S SPA, INC.—BOSTON

August 21, 1940

In the matter of the joint application for arbitration of a controversy between Thompson's Spa, Inc., of Boston, and general workers. (210)

The Board awards as follows:

1. That Thompson's Spa, Inc., is not in a position to grant a wage increase at this time.
2. That the same question may again be opened on February 1, 1941, upon the written request of either party ten days prior to February 1, 1941.

PHYLLIS SHOE COMPANY—NEWBURYPORT

August 21, 1940

In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Newburyport and Machine cutters. (214)

The Board awards that the following prices shall be paid by the Phyllis Shoe Company to machine cutters at Newburyport, for the work as there performed:

	Per 36 pair
Seamless pump on compo shoes, <i>base</i> , ...	\$0.495
Kid and calf suede, <i>extra</i> , ...	.18
Block cutting:	
Foxings, four to a pair, ...	.18
Tips, two to a pair, ...	.12

By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

FIRST NATIONAL STORES, INC.—SOMERVILLE

August 23, 1940

In the matter of the joint application for arbitration of a controversy between the First National Stores, Inc., of Somerville, and store manager. (107)

The Board finds that the employee in question was not properly discharged under the contract and awards retroactive pay from February 19, 1940 to June 15, 1940,

GONIPROW KID COMPANY, INC.—LYNN

August 23, 1940

In the matter of the joint application for arbitration of a controversy between the Goniprow Kid Company, Inc., of Lynn and leather workers. (213)

The Board finds that the employees in question are not entitled to reinstatement in the employment of the Goniprow Kid Company, Inc.

GOLD SEAL SHOE CORPORATION—BOSTON

September 3, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and employees. (218)

The Board awards that twenty-three cents per case of 36 pair shall be paid by the Gold Seal Shoe Corporation to employees at Boston for cementing shoes for side lasters, double handling, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of inception of the work in question.

KENT SHOE COMPANY—HAVERHILL

September 3, 1940

In the matter of the joint application for arbitration of a controversy between the Kent Shoe Company of Haverhill and hand pressers. (219)

The Board awards that fifty-two cents per 36 pair shall be paid by the Kent Shoe Company to employees at Haverhill for hand pressing scalloped tongue on Nola Pattern, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of beginning the work in question.

GRAND SHOE COMPANY—HAVERHILL

September 3, 1940

In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company of Haverhill and liners in. (234)

The Board awards that there shall be no change in the price now paid by the Grand Shoe Company to employees at Haverhill for lining in regular sock linings and sock linings with three cookies, for the work as there performed.

GRAND SHOE COMPANY—HAVERHILL

September 3, 1940

In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company of Haverhill and liners in. (235)

The Board awards that fourteen cents per case of 36 pair shall be paid by the Grand Shoe Company to employees at Haverhill for lining in shoes with one cookie on sock lining, for the work as there performed.

By agreement of the parties this decision shall take effect as of August 19, 1940.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

September 3, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and shoe workers. (236)

The Board awards that the Unity Shoemakers Corporation is entitled to the Grade 2A List on shoes selling from the factory at \$1.70 to \$1.85 per pair.

The Board reserves the right through its representatives to examine the production cost and the selling prices of shoes coming within this classification.

By agreement of the parties, this decision shall take effect as of the date of starting the new grade of shoe.

MERRIMACK VALLEY BAKERS—LOWELL, LAWRENCE, HAVERHILL AND VICINITY

September 5, 1940

In the matter of the joint application for arbitration of a controversy between Merrimack Valley Bakers and Employees. (227)

The Board awards that the rate of wages for salesmen shall be based on \$14.00 and a %.

This decision shall take effect as of August 6, 1940.

DRAKE BAKERIES, INC.—BOSTON

September 5, 1940

In the matter of the joint application for arbitration of a controversy between Drake Bakeries, Inc. of Boston and Shipping Room Help. (230)

The Board awards the following rates of wages:

	Per Hour
Packers	68c
Chutemen (over 1 year)	57c
Chutemen (6 months to 1 year)	54c
Chutemen (under 6 months)	50c
Stockmen	62c

The Board further awards two weeks' vacation for those with over three years' service and one week's vacation for those with one to three years' service.

This decision shall take effect as of August 12, 1940.

GRAND SHOE COMPANY—HAVERHILL

September 6, 1940

In the matter of the joint application for arbitration of a controversy between Grand Shoe Company of Haverhill and Cloth Cutters. (237)

The Board awards that there shall be no change in the price to be paid for cutting Coutil Vamp Linings.

HARTMAN SHOE COMPANY—HAVERHILL

September 6, 1940

In the matter of the joint application for arbitration of a controversy between Hartman Shoe Company of Haverhill and Cutters. (238)

The Board awards that the price to be paid for cutting vamp or Pattern 411 shall be \$1.152 for the vamp per 100 pair, and \$.648 for the saddle per 100 pair.

This decision shall take effect from the start of the operation.

KENT SHOE COMPANY—HAVERHILL

September 6, 1940

In the matter of the joint application for arbitration of a controversy between Kent Shoe Company of Haverhill and Cutters. (239)

The Board awards that there shall be no change in the price to be paid for cutting outside quarter on Patterns 125-39, 35-38 and 55-42.

The Board further awards that for cutting outside tip on Pattern 55-48, same shall be paid as wing tip.

This decision shall take effect from the start of the operation.

KENT SHOE CORPORATION—HAVERHILL

September 6, 1940

In the matter of the joint application for arbitration of a controversy between Kent Shoe Corporation of Haverhill and Trimming Cutters. (240)

The Board awards that there shall be no change in the price to be paid for cutting leather vamp linings on Pattern 40-45.

FISHER SHOE COMPANY—HUDSON

September 9, 1940

In the matter of the joint application for arbitration of a controversy between Fisher Shoe Company of Hudson and Vampers. (224)

The Board awards that the following prices shall be paid to employees for work as there performed.

	Per 36 pair
Vamping Pattern 1040 Claudette, including centering	\$0.48
Vamping Pattern 1025 Avon, including centering	.48
Pattern 970 Florence was settled by agreement of parties.	
Pattern 1035 Natalie (stitching 4 blocked cutouts to the pair)	.40

This decision shall take effect from date of decision.

EAGLE SHOE COMPANY—EVERETT

September 13, 1940

In the matter of the joint application for arbitration of a controversy between Eagle Shoe Company of Everett and Dinker. (225)

The Board awards that the employee in question is entitled to the \$2.00 provided he does the extra work.

This decision shall take effect from the time of the reduction.

BOOTT MILLS—LOWELL

September 16, 1940

In the matter of the joint application for arbitration of a controversy between the Boott Mills of Lowell and employees. (193)

The Board awards, as follows:

WORK LOAD:

In approaching this problem we have to consider a great number of things, some of which are listed below:

- (a) The physical layout of the weave shed, the arrangement of looms, whether or not the sets are all located on the same floor and again, whether or not they are located in the same room.
- (b) The condition of the looms, whether or not they are kept in good, tight working condition, or whether they are neglected and not properly maintained. Failure to oil, clean, tighten, make proper replacements and adjustments instead of makeshift adjustments result in inefficiency and unnecessary work for the fixer. Every part must be adjusted and work in harmony with other parts of the loom.
- (c) The number of types and kinds of looms and the width of looms. If all looms are the same size and the same type and the same kind of goods are made throughout the year, then usually the work load is greater.
- (d) The skill required for the fixer:
Usually the skill required on plain coarse goods is much less than that required on coarse goods of a complicated pattern because of the additional mechanism used to make the patterns. Plain goods have fewer moving parts.
- (e) Duties required of the fixer:
Keep looms in working condition, general repair and maintenance; put in new beams whenever the old ones are exhausted; make periodic inspection of the looms to see if they are working properly; check warp threads, examine automatic shuttles, battery harnesses, drop wire mechanism, etc.; make repairs on the looms; put in new harness straps; replace work out shuttles; tighten bolts; adjust and reset loom and cams; fix and maintain shuttle feeders.
- (f) Qualifications of a fixer:
 1. A knowledge of weaving and considerable mechanical ability is required.
 2. He must understand the construction of a loom.
 3. He must know the difference between kinds of cloth by appearance and feel.
 4. He must be a dependable man.
- (g) Many loom changes and the making of many different kinds of cloth affect the work load.
- (h) Use of right width and style loom for cloth to be made—use narrow loom for narrow goods.
- (i) Location and accessibility of necessary repair parts; whether fixer goes for parts or a runner is used.
- (j) Thorough distribution of moisture and correct automatic control of humidity tend to keep looms from getting out of order. (Effect on wood and leather parts of loom.)
- (k) Supervision: Whether or not enough supervisors are employed. Different work shifts place blame on the other for conditions of looms in a set.

The work loads should be increased because of the following:

1. The maximum work load ten years ago was 72 looms and with modern improvements in the weave rooms the load should be increased.
2. The time now lost at meal period and quitting time because of washing and eating long before the time to quit amounts to many hours a week.
3. The time now needlessly wasted by going to the stock room so often amounts to several hours a week.
4. The general attitude of fixers toward the company could be changed. It would result in greater effort and increased production.

There is no doubt that even an additional work load increase could be made in addition to the above if the company would exercise proper and suitable

supervision over the condition of the looms and the weave rooms, and if better relations between the fixers and the company were promoted.

One of the faults is that no contract exists between the fixers and the company and there is no understanding between them. Most faults could be corrected by an agreement between the parties written up for one or two years, during which time the parties would meet and adjust grievances, resulting in a better feeling and understanding.

Finally, there should be:

- (a) Sole authority by one official over all the loomfixers.
- (b) Stricter discipline on the part of the loomfixers.

WAGES:

The Board awards an increase of seven percent over the present wages now received by the loomfixers this increase to take effect the week beginning August 12, 1940.

J. B. BLOOD COMPANY—LYNN

September 17, 1940

In the matter of the joint application for arbitration of a controversy between the J. B. Blood Company of Lynn and truck drivers and helpers, etc. (216)

The Board finds, as follows:

1. That the employee named in the arbitration application is entitled to one week's vacation with pay.
2. That there has been no violation of Article 3 of the contract in re vacancies.

STAR BRUSH MANUFACTURING COMPANY, INC—BOSTON

September 18, 1940

In the matter of the joint application for arbitration of a controversy between the Star Brush Manufacturing Company, Inc., of Boston, and engineers and firemen. (222)

The Board awards that one week's vacation with pay shall be granted the engineers and firemen in the employ of the Star Brush Manufacturing Company, Inc., at Boston.

PRESTON SHOE COMPANY—LYNN

September 18, 1940

In the matter of the joint application for arbitration of a controversy between the Preston Shoe Company of Lynn and machine pressers. (226)

The Board awards that forty-four cents per thirty-six pair shall be paid by the Preston Shoe Company to employees at Lynn for machine pressing Pattern No. 52, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

September 20, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and cutters. (241)

The Board awards that Pattern No. W3947 shall be paid for as a four cut quarter and that \$2.103 per 100 pair shall be paid for cutting outsides on Pattern No. 3917, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of starting operations in question.

PHYLLIS SHOE COMPANY—NEWBURYPORT

September 20, 1940

In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Newburyport and employees. (244)

Having considered said application, heard the parties by their duly authorized representatives concerning the subject-matter of the controversy, investigated the work in question, its character, and the conditions under which it is performed, and considered reports of expert assistants nominated by the parties, the Board awards that the following prices shall be paid by the Phyllis Shoe Company to employees at Newburyport, for the work as there performed:

Compo Stockfitting:	Per 36 pair
Looking after work, ...	\$0.03
Put up stock, ...	.01
Wet up stock, ...	.01
Skive, ...	.02
Roll, ...	.01
Rounding:	
1 pair at a time, ...	.07
1 sole at a time, ...	.09
Stamp, ...	.01
Size or case up, ...	.01
Split, ...	.03
Cement and lay, ...	.03
Cement flaps, ...	.01
Shank out, ...	.07
Thin edge all around, ...	.09
Mark shanks, ...	.01
Reduce foreparts to iron, ...	.04
Mould outersole, Model A, ...	.04
Sponge all operations, ...	.01
Zeigler, flexing, ...	.01
Roughing:	
Bresnahan, ...	.09
Bresnahan automatic, ...	.07
U. S. M. C., ...	.04
Cementing, 2 coats:	
Bresnahan, ...	.07
U. S. M. C., ...	.07
Trim margin on Apex forepart, ...	.04
Trim margin on Apex shank, ...	.02
Trim margin on Apex forepart, one handling, ...	.06
Trim margin, heel to heel, on edgetrimmer, ...	.06
Trim margin, ball to ball, on edgetrimmer, ...	.04
Punch holes in heelseat, ...	.03
Match inners and outsoles, ...	.01
Compo Innersoles:	
Die out sheet or roll, ...	.06
Die out stock linings, ...	.04
Die out block soles, ...	.078
Round innersoles, ...	.078
Case and tie up at machine, ...	.00
Case and tie up after fitting, ...	.01
Reinforce heel, ...	.036
Reinforce toe, ...	.036
Reinforce heel piece at one operation, ...	.058
Shank out inners, ...	.036
Dip toes, ...	.015
Mould inners, Model A, ...	.02
Treating outsoles, ...	.11
Tack arch support on shanks (staples), ...	.078
McKay and Compo Lasting:	
Put up work, including pick out lasts, ...	.078
Pick out lasts, separate operation, ...	.02
Tack inners, machine:	
1 tack, ...	.046
2 tacks, ...	.07
3 tacks, ...	.09
4 tacks, ...	.117
Tack inners, hand:	
1 tack, ...	.06
2 tacks, ...	.086
3 tacks, ...	.109
4 tacks, ...	.13

Bed Lasting:

Bed lasting toe and heel (cement or tack toe),	
including pound heels, ...	.69
(Tip or imitation tip, ...)	.04
(Centering, one extra only to be paid, ...)	.04
Patent leather or calf, ...	.046
Cementing toe when tacked, ...	.04
Bed lasting toes only (cement or tack toe), ...	.50
Patent leather or calf, ...	.02
Cementing toe when tacked, ...	.04
Turn back uppers to steam, ...	.06
Assemble, including paste by machine, ...	.23
Chalking lasts, ...	.02
Paper in heel, ...	.02
Pocket counters, ...	.02
Wiping paste off counter, ...	.02
R. & L. Counters, ...	.02
Long counters, ...	.00
Pasting inside of counter by hand, ...	.02
Combination lots, ...	.02
Hand assembling, ...	.47
Pull over, ...	.235
Put in toe box, ...	.046
Cement linings, ...	.046
(Tip or imitation tip, ...)	.02
(Centering, only one extra, ...)	.02
Increaser, ...	.046
Chalk front of last, ...	.02
Pull over, hand, toes only, including put in box and	
back tack, ...	.51
Hand last, including prong shank-filler and pull last, ...	2.54
Lay sole by hand, ...	.14
Hand pulling, including hand assembling, put in box	
and tack back, ...	.98
Pull lasts, ...	.078
Dip counters, separate, by hand, ...	.02
Same extras as machine assembling and pulling	
over, ...	
Tack straps or pump sides, ...	.09
Niggerhead, all around, including spindling, ...	.77
Niggerhead, no heel, including spindling, ...	.70
Patent leather, calf, side leather, including imi-	
tation reptile, extra, ...	.046
Tack counters, separate, extra, ...	.09
Wetting side, extra, ...	.046
Pull shank tack, ...	.046
Full vamp and tip, ...	.07
Heelseat lasting, ...	.09
Pound or iron heelseats	.02
Trim uppers, heel to heel, ...	.04
Trim uppers, tip line to heel, ...	.058
Trim uppers, including around heel, ...	.09
Trim uppers, hand, ...	.078
Pound toes only after bed lasting, ...	.086
Pound toes and forepart after bed lasting, ...	.10
Pound toes and heels, after bed lasting, ...	.10
Pound heelseat by hand, separate operation, ...	.07
Pound toe and heel after niggerhead, ...	.14
Pound toe only after niggerhead, ...	.117
Pound sides only after niggerhead, ...	.078
Pound foreparts, extra, ...	.015
Pound toe and heel after niggerhead hand pulling, ...	.157
Pound toe only after niggerhead hand pulling, ...	.13

Per 36 pair

Pull innersole tacks, by machine:

1 tack,		.036
2 tacks,		.046
3 tacks,		.058

Pull innersole tacks, by hand:

1 tack,		.046
2 tacks,		.058
3 tacks,		.07
Tack shanks by hand, 1 or 2 tacks, separate,		.07

Tack shanks by hand, 1 or 2 tacks, and filler, 1 operation, ...109

Staple shank by machine, ...06

Staple filler by machine, ...02

Keystone shank, ...046

Keystone shank and filler, 1 operation, ...086

Tack fillers by hand, separate, ...046

Tack fillers by machine, ...02

Cement filler, hand, separate operation, ...036

Gouge shanks:

Machine, ...05

Hand, ...109

Mark shanks, size for size, width for width, ...078

Mark shanks, standard, ...058

Rough shanks, Bresnahan, ...126

Rough foreparts, ...109

Rough shanks and foreparts, U.S.M.C. or Duplex, ...21

Tack loose straps, ...117

Tack soles, Compo, ...09

Extra staples under flap, open shank, ...02

Cement bottoms, machine, no filler, 1 coat, ...126

Cement bottoms, machine, no filler, 2 coats, ...189

Cement bottoms, machine, including filler, 1 coat, ...149

Cement bottoms, machine, including filler, 2 coats, ...21

Cement bottoms, hand, including filler, 1 coat, ...198

Cement bottoms, hand, including filler, 2 coats, ...235

Cement bottoms, hand, no filler, 1 coat, ...17

Cement bottoms, hand, no filler, 2 coats, ...21

Cement heel plugs, ...01

Conveyor, Bresnahan, ...21

Turn back covers at tip, ...02

Put paper in shank at conveyor, ...02

U.S.M.C. press, ...21

Applying solvent, ...07

Boning after U.S.M.C. press, ...046

Sole laying, Cubans, ...165

Sole laying, Louis, ...189

Nailing toes, ...046

Slipping filler, ...036

Paper in shank, extra, ...02

Pinch counters, ...02

Pull back tack, 1 tack, ...02

Each additional tack at same time, ...00 1/4

Slash linings to pull lasts, ...02

Pull lasts, including throwing away:

Hand, ...078

Machine, ...046

Throw away lasts when bins are not near spindle or machine, ...02

When lasts are left on racks, no extra to apply for sizing out when pulling, ...00

Cut strings, ...02

Unbuckle, ...02

Iron linings, ...07

Flame shoes on last, separate operation, ...07

	<i>Per 36 pair</i>
Flame shoes on last and iron one, ...	.10
Covering McKay shoes, niggerhead operator, ...	.30
Covering McKay shoes, hand paper cover, not toe,	.126

Edgemaking:

Edgetrim all around, including bevel panel and ripple, ...	.28	
Edgetrim foreparts only, ...	.189	
Wet between trimmings, ...	.09	
Wet before trimmings, ...	.02	
Knife back and make connections, ...	.07	
Satin, ...	.00	
Rubber sole, heel to heel, ...	.046	
Rubber heels, ...	.189	
Above prices include payment for a reasonable amount of boning and randing.		
If more than 18 pairs of each case require boning or randing and it is so agreed by supervisor an extra shall be paid of		.10
Edgesetting, 1 set, all around, including bevel panel and ripple, ...	.28	
1 set, forepart only, ...	.189	
2 set, forepart extra, ...	.07	
2 set, forepart and shank extra, ...	.09	
Satin, extra, ...	.00	
Wax stain, all around colored shoes, ...	.046	
Wax stain, forepart only, colored shoe, ...	.03	
Rubber heels, ...	.135	
Blackening shanks and not set, add to forepart price, ...	.076	
Setting shanks and not blacked, add to forepart price, ...	.046	
Setting $\frac{3}{4}$ covered shoes, colors, ...	.02	
Samples, 1 to 6 pair; double price		
Samples, over 6 pairs; price and one-half		

Woodheeling:

Continental— $\frac{1}{2}$ trimmed McKay or Compo, on or off last, ...	1.52
Louis heels, trimmers, McKay or Compo, on or off last, ...	1.305
Rasping by hand, ...	.045
Pound up Louis, if requested by supervisor, ...	.09
Louis heels, fitted in stock room, ...	.98
Match design or color by wood heelers, ...	.14
When rasped by machine, deduct from woodheeler's price, ...	.00
Cuban or military, including pound down seats, ...	.47
Pound up if requested by supervisor, ...	.09
Joint if requested by supervisor, ...	.07
Rubber heel sandal nailed by hand, including sizing out, cementing heel and sole, ...	.42
Sand breasts by hand, ...	.09
Trim heels, ...	.14
Cut covers at heelseat, ...	.14
If supervisor requires flaps to be cemented more than once, extra, ...	.07

Woodheel Nailing and Attaching:

Alpha machine:

Heel attached, ...	.106
Including gluing heels, not attached, ...	.165
No gluing heels, not attached, ...	.14
Cubans, pressed on, ...	.14

Per 36 pair

Automatic machine:

Heels attached, ...	.058
Heels not attached, ...	.09
Heels not attached, pressed on, including size out, ...	.108
Nail by hand, ...	.28
A deduction of \$0.046 per case shall be made where Continental heels are full machine trimmed.	
Compo cutting on machine, ...	.32
U.S.M.C. cutting on machine, ...	.32
Finishing up by hand, Louis, ...	.328
Samples, 1 to 6 pair; double price.	
Samples, over 6 pair; price and one-half.	

Leather Heeling:

Heel off last:

Single nail, Cuban, ...	.235
Single nail, Louis, including glue, ...	.26
Single nail base, ...	.21
Single nail top decks, ...	.235
Single nail rubbers, ...	.235
Single nail rubbers, new attach, ...	.235
Single nail, Spanish, ...	.28
Sticking two long nails in heels, ...	.07
On last, extra, ...	.02
Fibre fastener or loose nail, ...	.086
Pricking heels, ...	.086
Hand nail rubbers:	
1 nail, ...	.21
2 nails, ...	.248
3 nails, ...	.28
Each nail over three, ...	.046
Cementing, ...	.046

Slugging off last:

3 nails, ...	.07
4 to 7 nails, ...	.08
Over 7 nails, ...	.09
On last, extra, ...	.02

Shaving heels; on the last:

Cuban, 10/8 and under, ...	.21
Cuban, 11/8—12/8, ...	.26
Cuban, 12/8—16/8, ...	.28
Cuban, 16/8—19/8, 1 operation, ...	.34
Cuban, 16/8—19/8, 2 operations, ...	.42
Cuban, 19/8—21/8, 1 operation, ...	.42
Louis, ...	.34
Aluminum plate Louis, ...	.035
Aluminum plate Cuban, ...	.02
An extra of \$0.07 shall be paid for shoes off the last.	

Breasting off last:

Straight heels, ...	.09
No. 2 knife, extra, ...	.046
No. 3 knife, extra, ...	.02
No. 4 knife, extra, ...	.02
Aluminum plate, Cuban, ...	.10
On last, extra, ...	.02
Louis heels, U.S.M.C. or Hamel, ...	.14
Louis Rotary, ...	.235
Louis aluminum plate, ...	.157
Louis, when scallop is done in conjunction, ...	.02

	<i>Per 36 pair</i>
Put on dye, per coat, hand, ...	.07
Spray Unilac, ...	.189
White Unilac, ...	.228
Breast scouring:	
Cuban:	
1 paper, ...	.056
1 paper, aluminum plate, ...	.06
2 papers, ...	.075
2 papers, aluminum plate, ...	.08
Freeman machine, ...	.09
In conjunction with heel scouring, ...	.02
Louis:	
1 paper, ...	.13
1 paper, aluminum plate, ...	.14
2 papers, ...	.235
Staining breast of heel, ...	.14
Heel scouring:	
Cuban, 1 paper, up to 16½, ...	.136
Cuban, 1 paper, 17½ and up, ...	.14
Cuban, 2 papers, up to 16½, ...	.226
Cuban, 2 papers, 17½ and up, ...	.28
Louis, 1 paper, ...	.165
Louis, 2 papers, ...	.28
Aluminum plate, ...	.02
Applying scoureen after rough scouring, ...	.07
Lining up, ...	.07
Heel burnishing, including blacking:	
Cubans, ...	.235
Louis, ...	.35
Contrast stain, extra, ...	.03
Hand nailing, 3 nails, after attached by woodheel nailer, ...	.42
Unilac, by hand, first coat, ...	.106
Unilac, by hand, second coat, ...	.129
Contrasting colors, each operation, ...	.013
Burnish Unilac heels, ...	.177
Contrasting colors, extra, ...	.02
Slicking heels, ...	.106
Finishing:	
Buff:	
Shank before stockfitting, ...	.07
Soles all over before stockfitting, ...	.09
Foreparts, ...	.10
Foreparts and tops, ...	.126
All over, no top, with attachment, ...	.165
All over and top, with attachment, ...	.189
Breasts, by machine, ...	.058
Breasts, grain on, extra, ...	.013
Breasts, 2 cones, ...	.078
Tops, separate, ...	.036
Shanks, sole on shoe, Cubans, ...	.10
Cuban, all over, sole on shoe, ...	.189
Naumkeaging, all over, ...	.177
Naumkeaging, all over, thin edge, all around, ...	.177
Shanks only buffed, ...	.15
Shanks only, grain on, ...	.177
Use shield, both sides, ...	.00
Remove excessive edge stain, line up, ...	.00
Extra pad, ...	.036
When soles are buffed all over in stock room, extra, ...	.135

	<i>Per 36 pair</i>
Brush dust separate operations, ...	.046
Fill holes in bottoms, ...	.039
Paint bottoms, including breast and toplift, ...	.14
Paint bottoms, including breast, no toplift, ...	.117
Paint toplifts, done alone, ...	.036
Wax and polish bottoms, ...	.14
Blacking bottoms, including toplifts and breasts, ...	.117
Blacking shanks, including toplifts and breasts, ...	.117
Blacking toplifts, separate, ...	.036
Roll and polish black bottom, including breasts and tops, ...	.189
Roll toplifts, separate, ...	.036
Wheeling across ball, straight or curve, ...	.046
Webster cleaning shank brush, ...	.09
Samples, 1 to 6 pair; double price.	
Samples, over 6 pair; price and one-half.	

Packing:

Treeing:

Patent leather, iron and clean, ...	.98
Calf, black, iron and clean, ...	.73
Calf, colored, iron and clean, ...	.80
Calf, white, iron and clean, covered, ...	.567
Calf, white, iron and clean, not covered, ...	.708
Kid, black and dark colors, iron and clean, ...	.73
Kid, light, iron and clean, ...	.80
Kid, white, iron and clean, covered, ...	.68
Kid, white, iron and clean, not covered, ...	.897
Suede, buck or nubuck, black, colored or white, including powder, covered, ...	.779
Suede, buck or nubuck, black, colored or white, including powder, not covered, ...	.98
Reptiles, clean only, ...	.535
Reptiles, iron and clean, ...	.80
Satin and faille, black and dark colors, clean, covered, ...	.378
Satin and faille, black and dark colors, clean, not covered, ...	.519
White and light colors, clean, covered, ...	.639
White and light colors, clean, not covered, ...	.779
Silver and gold kid, iron and clean, ...	1.06
Velvet, covered, clean, ...	.42
Velvet, not covered, clean, ...	.567
Mandraka, clean, ...	.66
Mandraka, clean and iron, ...	1.017
Treebark (same extras as cloth shoes), ...	.22
White and colored linen and similar materials:	
Covered, ...	.519
Not covered, ...	.779
White pigskin, clean, ...	.44
White pigskin, clean and iron, ...	.66
Elk rubber sole sport Oxford, clean and dress, ...	.59
Leather shoes, ironed only, ½ of ironing and cleaning price.	
Leather shoes, cleaned only, ¾ of ironing and cleaning price.	
When vamp is of one base leather and quarter of another, one-half of each base shall apply when done in one handling.	
Vamps only or quarters only to be ironed and cleaned or cleaned, if other part of shoe is not done by treer, ¾ of the base price for cleaning or ironing and cleaning whole shoe.	

Extras:

Kid, calf or patent leather trimmings complete, ironed and cleaned on suede or buck shoes, on vamps, ...	.07
on quarters, ...	.07
Cleaned only, $\frac{2}{3}$ of iron and clean price.	
Iron between stripping, on vamps, ...	.07
on quarters, ...	.07
Clean only, $\frac{2}{3}$ of iron and clean price.	
Black or colored leather trimmings on white shoes, iron and clean:	
Vamps, ...	.07
Quarters, ...	.07
Apply dope with brush, one coat	.235
White trimmings on black or colored leather shoes, iron and clean:	
Vamps, ...	.07
Quarters, ...	.07
Clean only, $\frac{2}{3}$ of iron and clean price.	

Packing Room:

Dress, dope or apply polish on bench, whole shoe or trimming:	
1st coat, ...	.117
2nd coat, ...	.117
Vamps or quarters, ...	.09
Doping heels, ...	.117
Line in sock linings, ...	.106
Heel pads, ...	.02
Rubber heel pads, ...	.07
Open heel shoe, ...	.165
Cement flaps on open shanks, ...	.078
Cement flaps, extra flap, ...	.06
Cleaning suede shoes on bench, ...	.49
Iron linings, ...	.07
Singeing, ...	.046
Singeing, suede or ooze, ...	.05
Sticking shoes, ...	.046
Cleaning linings, ...	.046
Stamp bottoms, foot power, ...	.039
Stapling bows, ...	.09
Stapling R & L bows, foot power machine, ...	.157
Lace, regular lace and tuck in, ...	.058
Lace, regular lace, 1 hole tie and tuck in, ...	.07
Lace, regular lace, 1 hole and tie bow, ...	.08
Each additional hole laced, ...	.01
Ribbon lace, 1 hole and tuck in, ...	.07
Ribbon lace, 1 hole and tie bow and trim, ...	.117
Ribbon lace, 1 hole tie, tuck in, no bow, ...	.09
Each additional hole laced, ...	.018
Acorn tip, 1 eye including tie bow, ...	.14
Acorn tip, 2 eye including tie bow, ...	.157
Buckle, 1 strap, ...	.07
Buckle, 1 strap, narrow buckle, wide end, ...	.09
Buckle, 1 strap, and put through Sally, ...	.09
Slip buckle through but not buckle, ...	.046
Shaping machine, ...	.046
Punch strap, ...	.039
Booth trim, all shoes, ...	.09
Booth trim, with loose strap, ...	.126
Brush heels, ...	.046
Brush bottoms, ...	.07
Trim gore all around, ...	.07
Leave reinforcement in, ...	.117

Samples, 1 to 6 pair; double price.	
Samples, over 6 pair; price and one-half.	Per 100
Cut-outs, by hand, ...	.157
Cut-outs, by machine, ...	.099
Slits on stripping sandals to sole lining, ...	.26

Extras: Per 36 pair

Cleaning suede trimmings complete on shoes of other materials:

Vamps, ...	.117
Quarters, ...	.117

Ironing shoes through paper on request of supervisor, ...14

Cutting covers by treers:

Whole cloth cover, ...	.28
Whole paper cover, ...	.235
$\frac{3}{4}$ cloth cover, ...	.26
$\frac{3}{4}$ paper cover, ...	.21
Dope, dress or apply polish, 1st coat by treer, ...	.165
Dope, dress or apply polish, 2nd coat by treer, ...	.14
Trimmings, 1st coat, ...	.14
Trimmings, 2nd coat, ...	.117
Vamps or quarters, 1st coat, ...	.14
Vamps or quarters, 2nd coat, ...	.117

Ragging shoes when requested by supervisor after ironing and cleaning, ...07

Ragging shoes or trimmings on tree foot by treer after polish has been applied, separate handling, ...165

Gasoline and oil to be considered as cleaner on fabric shoes and not a dressing.

McKay shoes, if Webster cleaned or otherwise cleaned in making room, deduct, ...14

Ragging up after apply polish when not required to put on tree, ...099

Ragging up on power brush, ...07

Compo shoes, when compo cement has been cleaned off in making room, deduct, ...14

By agreement of the parties, this decision shall take effect as of the date of inception of the work in question.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

September 20, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and trimming cutters. (246)

The Board awards that when Vinylite quarters are cut by the trimming cutters they shall be paid the outside cutter's rate, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of starting the work in question.

PHYLLIS SHOE COMPANY—NEWBURYPORT

September 20, 1940

In the matter of the joint application for arbitration of a controversy between the Phyllis Shoe Company of Newburyport and employees. (257)

The Board awards that the following prices shall be paid by the Phyllis Shoe Company to employees at Newburyport, for the work as there performed:

Moulded wedge rubber soles:	Per 36 pair
Shaving heels, ...	\$0.30
Heel scouring, ...	.18
Trimming foreparts and shanks, ...	.70

By agreement of the parties this decision shall take effect as of the date of the inception of the work in question.

J. S. BARNET & SONS, INC.—LYNN

September 23, 1940

In the matter of the joint application for arbitration of a controversy between J. S. Barnet & Sons, Inc., of Lynn and stakers. (182)

The Board finds that the employees, if given a 5% increase on all sizes of grain leather, should be able to earn their minimum on staking and, therefore, awards a 5% increase on grain leather of all sizes.

J. B. BLOOD COMPANY—LYNN

September 23, 1940

In the matter of the joint application for arbitration of a controversy between J. B. Blood Company and employees. (217)

The Board awards:

In accordance with the decision of September 17, 1940, supplemental decision is rendered on Question #1 on the arbitration application filed August 7, 1940, #217, 1940, as follows:

The employee in question was not justifiably discharged.

This decision to take effect from September 9, 1940.

BEVERLY SHOE COMPANY, INC.—LOWELL

September 27, 1940

In the matter of the joint application for arbitration of a controversy between the Beverly Shoe Company, Inc., of Lowell and outside cutters. (229)

The Board awards that forty-five cents per thirty-six pair shall be paid by the Beverly Shoe Company, Inc., to outside cutters at Lowell for a Regent quarter, blocker, Pattern No. 70-709, for the work as there performed.

By agreement of the parties this decision shall take effect as of the date of inception of the work in question.

EAGLE SHOE MANUFACTURING COMPANY, INC.—EVERETT

September 27, 1940

In the matter of the joint application for arbitration of a controversy between the Eagle Shoe Manufacturing Company, Inc., of Everett, and cutters. (249)

The Board finds that the Eagle Shoe Manufacturing Company, Inc., has no right under Article 5 of their union contract to purchase outside their factory Head shoes all cut, but the Board decides they have a right to use such Head shoes as they have contracted for up to this date.

HATHAWAY BAKERIES, INC.—CAMBRIDGE

September 30, 1940

In the matter of the joint application for arbitration of a controversy between the Hathaway Bakeries, Inc., of Cambridge, and driver salesmen. (255)

The Board awards, as follows:

1. That Employee Buckley should be reinstated.
2. That Employee Kozak should not be reinstated.

In accordance with mutual agreement this decision shall take effect as of August 12, 1940.

This decision is based solely on the oral agreement between the company and the representative of the union.

JOHN J. FLYNN & SONS—SALEM

October 3, 1940

In the matter of the joint application for arbitration of a controversy between John J. Flynn & Sons of Salem and plusher. (215)

The Board finds that the employee in question is entitled to another opportunity to prove his earning capacity, because of his record of earnings for the last three weeks in July and, therefore, orders his reinstatement for a period of three months. If, at the end of that time, he has not made good in his earnings, the employer may discharge him.

This decision shall be retroactive to the week commencing September 16, 1940.

KORN LEATHER COMPANY—PEABODY

October 3, 1940

In the matter of the joint application for arbitration of a controversy between the Korn Leather Company of Peabody and seasoners, operators and streakers. (258)

The Board awards that there shall be no change in the prices now paid to

streakers and operators on the seasoning machine at the Korn Leather Company, for the work as there performed.

The Board will reopen the question of prices at any time in the future should the average measure of the leather exceed 22.5 feet in any one month, upon the written request of the union.

COMMONWEALTH ICE AND COLD STORAGE COMPANY—BOSTON

October 4, 1940

In the matter of the joint application for arbitration of a controversy between the Commonwealth Ice and Cold Storage Company of Boston and maintenance men. (245)

The Board awards, as follows:

- Article 1.* It was mutually agreed between the parties that there was no violation of this article.
- Article 2.* This article is interpreted to mean that all employees there is work for are on a 44-hour week.
- Article 5.* The Board interprets this article to mean seniority by classification, which must be strictly followed, as follows:
 - a. Fitters (7)
 - b. Machinists (3)
 - c. Electricians (3)
 - d. Carpenters (2)
 - e. Laborers (4)
- Article 8.* The company did notify the union of the lay-off, but the lay-off was never approved by the union. The question now having been submitted to this Board, the Board finds the lay-off was justified under the circumstances.
- Article 11.* Interpretation given in Article 5 applies to Article 11.

EASTERN BUILDERS' SUPPLY, INC.—BOSTON

October 5, 1940

In the matter of the joint application for arbitration of a controversy between the Eastern Builders' Supply, Inc., and employees. (243)

The Board finds that the employer had no cause to discharge the employee in question. This decision shall take effect as of its date.

In order to hold positions in the future all employees must live up to the regulations of the employer with regard to reporting in the morning, hours for meals and courtesy to customers.

HERBERT HOLTZ SHOE COMPANY—HAVERHILL

October 5, 1940

In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and lining makers. (261)

The Board awards that there shall be no change in the price paid by the Herbert Holtz Shoe Company to lining makers at Haverhill for making linings with rubberized material, for the work as there performed.

GRAND SHOE COMPANY—HAVERHILL

October 5, 1940

In the matter of the joint application for arbitration of a controversy between the Grand Shoe Company of Haverhill and treers. (262)

The Board awards that there shall be no change in the price now paid by the Grand Shoe Company to employees at Haverhill for cleaning Pattern Nos. 12004 and 12001, for the work as there performed.

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

October 7, 1940

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company of Norwood and employees. (256)

The Board finds that the employer has not violated Article 10 of the contract.

PAUL A. PARISI—BROCKTON

October 7, 1940

In the matter of the joint application for arbitration of a controversy between Paul A. Parisi of Brockton and barbers. (264)

The Board finds that the employer violated the agreement he signed with Barbers' Local No. 238, by charging less than the minimum prices and by allowing customers in after closing hours.

BEGGS & COBB, INC.—WINCHESTER

October 8, 1940

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester and Buzzell buffers. (250)

The Board awards that seventy-five cents per 100 shall be paid by Beggs & Cobb, Inc., to employees at Winchester for spot buffing Winchester leather, for the work as there performed.

This decision shall take effect as of its date.

BEGGS & COBB, INC.—WINCHESTER

October 8, 1940

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb, Inc., of Winchester and buffers. (251)

The Board awards that the following prices shall be paid by Beggs & Cobb, Inc., to employees at Winchester, for the work as there performed:

Buffing (24" buffers):	Per 100
Winchester Leather:	
Regulars, ...	\$1.45
Kips, ...	1.00

This decision shall take effect as of August 22, 1940.

ADVANCE LEATHER COMPANY—SALEM

October 9, 1940

In the matter of the joint application for arbitration of a controversy between the Advance Leather Company of Salem and dry trimmers. (248)

The Board awards that the piece work rate for trimming finished dry suede splits shall be fifty-five cents per 100, for the work as now performed.

This decision shall take effect as of its date.

BERKSHIRE UPHOLSTERED FURNITURE CO., INC., and BARCLAY FURNITURE CO., INC.—SPRINGFIELD

October 9, 1940

In the matter of the joint application for arbitration of a controversy between the Berkshire Upholstered Furniture Co., Inc., and the Barclay Furniture Co., Inc., of Springfield, and employees, members of the United Furniture Workers of America, Local No. 137, C. I. O. (252)

The Board awards that an increase of \$2.00 per week shall be granted all employees covered by the union agreement who were on the payroll on August 19, 1940 and who were receiving up to and including \$20.00 per week of forty hours, and that an increase of \$1.00 per week shall be granted all employees covered by the union agreement who were on the payroll on August 19, 1940 and who were receiving \$21.00 or over per week of forty hours, for the work as there performed.

The Board, in making this decision, has taken into consideration the financial condition of the company and is of the opinion that the increases granted are the best that the company could possibly grant at this time without seriously jeopardizing its finances.

The Board further decides that either party shall have the right on or after February 1, 1941, to petition the Board to reopen the question of wages.

By agreement of the parties, this decision shall take effect as of August 19, 1940.

GOLD SEAL SHOE CORPORATION—BOSTON

October 10, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and fancy stitchers. (232)

The Board awards that \$1.23 net per 36 pair shall be paid by the Gold Seal Shoe Corporation to fancy stitchers at Boston for closing seams on the "Spiltra" vamp, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

GOLD SEAL SHOE CORPORATION—BOSTON

October 10, 1940

In the matter of the joint application for arbitration of a controversy between the Gold Seal Shoe Corporation of Boston and French cord stitchers. (233)

The Board awards that an extra of six cents per case of 36 pair shall be

paid by the Gold Seal Shoe Corporation to employees at Boston for running tape when stitching French cord with knife, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

MONARCH SHOE COMPANY—CAMBRIDGE

October 11, 1940

In the matter of the joint application for arbitration of a controversy between the Monarch Shoe Company of Cambridge and fancy stitchers. (223)

The Board awards that \$2.60 per 36 pair shall be paid by the Monarch Shoe Company to employees at Cambridge for fancy stitching vamp on Pattern No. 231, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

WINSLOW BROTHERS & SMITH COMPANY—NORWOOD

October 14, 1940

In the matter of the joint application for arbitration of a controversy between Winslow Brothers & Smith Company of Norwood and wool shippers. (273)

The Board finds that the employee in question is not entitled to a vacation in 1940.

J. B. BLOOD COMPANY—LYNN

October 17, 1940

In the matter of the joint application for arbitration of a controversy between J. B. Blood Company of Lynn and Truck Driver. (266)

The Board awards that the seniority clause in the contract has not been violated.

PLATT CONTRACTING COMPANY, INC.

October 17, 1940

In the matter of the joint application for arbitration of a controversy between Platt Contracting Company, Inc. (for Rosenfield & Lack) and Bricklayers. (267)

The Board finds that it has been the custom and practice of mason contractors to pay traveling time for work done on the islands in Boston Harbor.

The Board, therefore, awards pay for the actual traveling time in going to and returning from the job on Long Island.

By agreement of the parties, this decision shall take effect as of August 26, 1940.

EDGAR P. LEWIS & SONS, INC.—MALDEN

October 17, 1940

In the matter of the joint application for arbitration of a controversy between Edgar F. Lewis & Sons, Inc. and Stock man. (269)

The Board awards the reinstatement of the employee in question as of the week beginning October 21, 1940.

RUBY CALIFORNIA PRODUCTS COMPANY—LYNN

October 21, 1940

In the matter of the joint application for arbitration of a controversy between Ruby California Products Company of Lynn and Drivers and inside help. (272)

The Board awards the following:

1. Hours to remain the same.
2. Wages for inside help to be \$22.80 for a forty hour week. Overtime is to be paid for at the rate of \$.86 per hour.
3. One week's vacation with pay shall be granted for all men working sixteen hundred hours during the year. This means regular working hours and is not to include overtime hours.

This decision shall take effect as of October 4, 1940.

HOCKMEYER BROS. INC.—LOWELL

October 22, 1940

In the matter of the joint application for arbitration of a controversy between Hockmeyer Bros. Inc., of Lowell and Dye House Workers. (Waterhead Mills). (268)

The Board awards that the minimum wage for the dye house workers shall be 41.9c per hour.

This decision shall take effect as of September 28, 1940.

BUILDERS' SPECIALTY COMPANY—CAMBRIDGE

October 25, 1940

In the matter of the joint application for arbitration of a controversy between the Builders' Specialty Company of Cambridge and helpers. (281)

The Board awards that the employer shall pay to the four employees straight salary at the rate of \$25.00 per week from October 17, 1940 to April 30, 1941. A week's work shall consist of not more than forty hours and any time worked in excess of forty hours per week shall be paid for at the rate of time and one-half.

Each regular employee shall be given one week's vacation with pay.

By agreement of the parties, this decision shall take effect as of October 17, 1940.

SHOE MANUFACTURERS—HAVERHILL

October 28, 1940

In the matter of the joint application for arbitration of a controversy between shoe manufacturers of Haverhill. (279)

The Board awards that there shall be no change in the price now paid to treers for cleaning faille shoes, for the work as there performed.

By agreement of the parties, this decision shall take effect as of October 21, 1940.

HARTMAN SHOE COMPANY—HAVERHILL

October 28, 1940

In the matter of the joint application for arbitration of a controversy between the Hartman Shoe Company of Haverhill and treers. (280)

The Board awards that an extra of nine cents per case of 36 pair shall be paid by the Hartman Shoe Company to treers at Haverhill for removing stains from white satin shoes, when acid is used, for the work as there performed.

By agreement of the parties this decision shall take effect as of October 21, 1940.

MORGAN LAUNDRY SERVICE, INC.—BOSTON

October 30, 1940

In the matter of the joint application for arbitration of a controversy between the Morgan Laundry Service, Inc., of Boston, and laundry workers. (271)

The Board finds that while the employee in question violated a rule of the company, the evidence was not conclusive that this employee made any attempt to take the articles for his own use. Therefore, the Board orders his reinstatement as of the week commencing November 4, 1940.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

November 4, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and treers. (283)

The Board awards that an extra of eight cents per case of 36 pair shall be paid by the Unity Shoemakers Corporation to treers at Haverhill for dry cleaning Vinylite trimming on patent leather shoes, for the work as there performed. This price shall apply to the Unity Shoemakers Corporation only.

By agreement of the parties, this decision shall take effect as of October 21, 1940.

UNITY SHOEMAKERS CORPORATION—HAVERHILL

November 4, 1940

In the matter of the joint application for arbitration of a controversy between the Unity Shoemakers Corporation of Haverhill and treers. (284)

The Board awards that \$1.298 per case of 36 pair shall be paid by the Unity Shoemakers Corporation to employees at Haverhill for treeing bronze kid shoes, for the work as there performed. This price shall apply to the Unity Shoemakers Corporation only.

By agreement of the parties, this decision shall take effect as of the date of beginning the work in question.

WIRE PRODUCTS COMPANY—LYNN

November 7, 1940

In the matter of the joint application for arbitration of a controversy between the Wire Products Company of Lynn and productive laborers. (254)

The Board awards that an increase in wages of 5% shall be paid by the Wire Products Company, effective December 15, 1940.

On and after March 1, 1941, the question of wages may be reopened for arbitration upon the written request of either the employer or the union.

WATERTOWN LIME AND CEMENT COMPANY—WATERTOWN

November 7, 1940

In the matter of the joint application for arbitration of a controversy between the Watertown Lime and Cement Company of Watertown and employees. (265)

The Board finds that the employee in question was justifiably discharged.

GOLDBERG BROTHERS—HAVERHILL

November 7, 1940

In the matter of the joint application for arbitration of a controversy between Goldberg Brothers of Haverhill and cutters. (287)

The Board awards that there shall be no change in the price paid by Goldberg Brothers to employees at Haverhill for cutting outside tip on Patterns Nos. 120-434, 120-436 and 135-432, for the work as there performed.

HERBERT HOLTZ SHOE COMPANY—HAVERHILL

November 7, 1940

In the matter of the joint application for arbitration of a controversy between the Herbert Holtz Shoe Company of Haverhill and cutters. (288)

The Board awards that \$0.838 per 100 pair shall be paid by the Herbert Holtz Shoe Company to employees at Haverhill for cutting leather lining on Pattern No. 126 by machine, for the work as there performed.

By agreement of the parties, this decision shall take effect as of its date.

**MASSACHUSETTS LEATHER MANUFACTURERS' ASSOCIATION—
DANVERS, SALEM and PEABODY**

November 8, 1940

In the matter of the joint application for arbitration of a controversy between members of the Massachusetts Leather Manufacturers' Association of Danvers, Salem and Peabody, and 52-inch machine buffers. (150)

The Board awards that there shall be no change in the minimum paid on the 52-inch buffing machine, for the work as there performed.

LIQUID CARBONIC CORPORATION—CAMBRIDGE

November 8, 1940

In the matter of the joint application for arbitration of a controversy between The Liquid Carbonic Corporation of Cambridge and firemen. (293)

The Board awards that if at any time any work is done by any employee in connection with the heating of the plant after the regular fireman leaves at night and until the regular fireman goes on duty in the morning, such work must be performed by a member of Local #3, International Brotherhood of Firemen & Oilers, Coal Passers & Maintenance Men.

PALMER & PARKER COMPANY—BOSTON

November 13, 1940

In the matter of the joint application for arbitration of a controversy between Palmer & Parker Company of Boston and employees. (57)

The Board finds there has been no improvement in the financial condition of the company since its award of April 15, 1940 and, therefore, awards there shall be no change in the wage scale paid by the company, for the work as there performed.

MONARCH SHOE COMPANY—CAMBRIDGE

November 13, 1940

In the matter of the joint application for arbitration of a controversy between the Monarch Shoe Company of Cambridge and fancy stitchers. (275)

The Board awards that \$2.54 per 36 pair shall be paid by the Monarch Shoe Company to employees at Cambridge for fancy stitching Pattern No. 233, vamp on lining, held on complete, for the work as there performed.

By agreement of the parties, this decision shall take effect as of the date of beginning the work on this pattern.

CARR LEATHER COMPANY—PEABODY

November 13, 1940

In the matter of the joint application for arbitration of a controversy between the Carr Leather Company of Peabody and beamhouse unhairer and lumper. (282)

The Board awards that the employee in question shall not be reinstated on his old job, which might bring on his previous affliction. It does, however, order that he be reinstated at work in another department, that he shall not lose his seniority and that he shall receive the same money in the new department as he did in his former department. This arrangement has been agreed to by the employer.

This decision shall take effect as of its date.

OXFORD MILLS, INC., NORTH OXFORD

November 14, 1940

In the matter of the joint application for arbitration of a controversy between the Oxford Mills, Inc., of North Oxford and employees, members of Textile Workers' Union of America, Local No. 15. (221)

The Board awards as follows:

1. That all employees under the jurisdiction of the union receiving less than forty cents per hour shall receive an increase of $7\frac{1}{2}\%$.
2. That all employees receiving forty cents or more per hour shall receive an increase of 5%.

This decision shall take effect as of November 24, 1940.

J. FREDERICK PRICE—WEYMOUTH

November 14, 1940

In the matter of the joint application for arbitration of a controversy between J. Frederick Price of Weymouth and employees who are or may become chauffeurs, helpers or platform men. (242)

The Board awards the attached agreement, effective as of date, as its decision.

ARTICLE I

(a) This Agreement covers truck drivers, helpers and platform men, if any should be employed.

(b) The union may select one of the regular employees of the firm to act as steward, and he shall be the last employee to be laid off irrespective of seniority.

ARTICLE II

Forty-eight hours shall constitute a week's work, and the hours of labor each day shall be in uninterrupted succession. Any time worked over forty-eight hours and up to fifty-one hours per week shall be paid for as overtime at the normal rate, in addition to the week's pay. All time worked in excess of fifty-one hours per week shall be paid for as overtime at the rate of time and one-half.

No employee covered by this agreement after completing forty-eight hours' work in a week shall be allowed to work overtime without obtaining permission from the business agent of the union.

ARTICLE III

Employees required to work on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas shall be paid at the rate of time and one-half. This shall not apply in the case of an employee whose regular work begins on a Sunday or holiday evening or ends on a Sunday or holiday morning.

ARTICLE IV

(a) All employees, other than road drivers, required to sleep away from home, shall be paid \$4.00 for their personal expenses per day or night.

(b) No employees covered by this agreement shall be required to deadhead for any rate less than their normal rate of pay.

ARTICLE V

Regular employees shall be assigned a definite time to report for work, and should any employee report for work and be given no work, he shall receive

four hours' pay for reporting, except in the case of an employee reporting for work to complete his normal week.

Regular employees, on days off, shall not be required to go to the garage on speculation.

ARTICLE VI

No employee shall be required to operate or work upon a vehicle which is defective in condition or equipment, or which is overloaded, or to operate on an excessive speed schedule, or to operate without sufficient rest or in violation of any law or ordinance.

ARTICLE VII

(a) No employee shall be required to pay for any loss of or damage to freight or equipment, unless such loss or damage shall have been caused by his negligence or improper act.

(b) The Employer may bond certain employees to insure him against the loss or misappropriation of funds handled by them. The cost of the bond shall be borne by the Employer.

ARTICLE VIII

(a) No employer shall, directly or indirectly, induce or attempt to induce any employee covered by this agreement to violate its provisions.

(b) No agreement shall be made with any employee, or group of employees, covered by this agreement that in any way differs from or conflicts with its provisions.

(c) No employee shall be requested to attend any group meetings at which hours, wages or working conditions are to be discussed, without the business agent being present.

ARTICLE IX

A ROAD DRIVER is an employee operating on line haul between the terminal areas specified in the schedule of trip rates.

A LOCAL DRIVER is any driver not included in the definition of road driver.

A HELPER is an employee whose duty is to assist the driver in all work except the actual driving of a truck.

A PLATFORM MAN is an employee who is regularly employed on a freight platform or dock at loading and unloading vehicles and duties incidental thereto.

ARTICLE X

The Business Agent of the Union may remove any member from the job for not complying with the Union laws and the working conditions of this agreement, provided that the Employer has received twenty-four hours' notice in advance.

ARTICLE XI

(a) Regular employees shall be those who have been in the employ of the Firm for one year, and who have averaged at least twenty-four hours' work per week for a period of three consecutive months, after the six months' trial period.

Part time employees shall be those men who are engaged to perform the work beyond the capacity of the regular employees and the ratio of part time employees shall not exceed one part time employee to five regular employees. This ratio does not prohibit the use of additional employees when necessary, who shall be considered as casual workers and paid each day. Any employee put to work shall be paid for not less than four hours.

(b) When it becomes necessary to lay off employees, the part time employees shall be laid off first, and then the youngest men, in point of service with the Firm, shall take the places of these part time men.

(c) Preference shall be given to employees older in service and in the order of their seniority to the work available, provided that such employees are available at such time as the work is assigned, and provided further that this preference shall be measured over the course of, and shall not extend beyond, a normal week's work, and further provided that such employees are competent to do the work required by such assignment.

Should the employer violate the principle set forth above he shall compensate for the earning opportunity lost, and at the rates provided herein, those employees affected.

(d) Any man newly employed shall be so employed only on a six months' or less trial basis, during which time he shall either be dismissed without further recourse, or placed on the seniority list.

ARTICLE XII

(a) It shall not be considered a breach of this contract for the Union to refuse to permit its members to cross a picket line of the American Federation of Labor. The Union will endeavor to arrange for the delivery of any freight in the possession of the Employer at that time.

(b) When hired trucks are required they shall be manned by members of the International Brotherhood of Teamsters, Chauffeurs, Stablemen and Helpers of America, whose conditions of employment shall conform with this agreement, providing suitable trucks are available.

ARTICLE XIII

Working time for all employees, except road drivers, shall start when they report as per their previous instructions at terminal or garage, and, except for meal time, shall continue until relieved from duty at same, regardless of occupation.

ARTICLE XIV

(a) Wages paid shall be not less than the following schedule, per week of 48 hours:

Drivers	.	.	.	.	.	.	.	68c per hour
Helpers	.	.	.	.	.	.	.	55c per hour

This rate to be effective as of December 15, 1940.

(b) The wages of any driver who during the course of a working day is required to drive more than one classification of truck as shown above shall be determined as follows:

1. The wages shall be based on the classification in which the driver performs the major portion of his work on any particular day.

2. The driver who works in a lower classification than the one in which he performs the major portion of his work shall be paid for all hours worked at the rate for the higher classification.

3. A driver who works in a higher classification than the one in which he performs the major portion of his work shall be paid for the hours worked in each classification at the rates provided above.

(c) The Employer shall post an itemized list of all trucks owned by the firm and the rate of pay to be paid on each.

ARTICLE XV

(a) Road drivers operating between the terminal zones specified in the schedule of trip rates shall be paid for the actual time consumed in effecting terminal pick-ups or drops, at the normal rate per hour of 85 cents during the term of this award.

(b) Road drivers shall not be required to make pick-ups or deliveries in the terminal areas specified in the schedule of trip rates, without the permission of the Business Agent.

(c) Any pick-ups or deliveries to or from contract or connecting carriers, or a consignee or shipper, shall be paid for at the rates specified in paragraph

(a) of this article, as follows:

1 to 1,999 lbs.	.	.	.	.	.	.	½ hour
2,000 to 5,999 lbs.	.	.	.	.	.	.	1½ hours
6,000 to 9,999 lbs.	.	.	.	.	.	.	2½ hours
10,000 and over	.	.	.	.	.	.	3½ hours

If these stops are off route, added mileage shall be applied on pro rata basis.

(d) Any claim for time consumed in road failures shall be submitted in writing by the employee upon completion of the trip, and each claim shall be adjusted on the basis of its merits.

(e) It is understood and agreed that the employer will not have in road service, in order of their seniority, more drivers than are necessary to perform the ordinary routine of available work.

ARTICLE XVI

(a) A Road Driver relieved from duty at a terminal away from home shall be dispatched on a trip within sixteen hours.

(b) If he is to be held over, and is so notified not later than the sixteenth hour off duty, he shall receive hold over pay of \$4.00 for the next 24 hours or part thereof.

(c) If not dispatched, or notified of a hold over, he may be held at half the hourly rate of pay, from the 16th to the 24th hour. If not then dispatched, he shall be entitled to hold over pay of \$4.00 for any fraction of the following 16 hours.

ARTICLE XVII

Except as provided in Article XVIII Road Drivers operating between terminal areas designated in the schedule of road trips, shall be paid by the round trip rate as shown therein, regardless of the size or type of truck, and in addition shall be provided with a suitable place in which to sleep or shall be given one dollar in lieu thereof at the start of each trip.

Additional mileage shall be paid for on a pro-rata basis.

ARTICLE XVIII

Drivers on shuttle runs, under the conditions specified in this article, shall be paid at the rate per hour of 72½ cents during the term of this award.

Shuttle runs shall be operated only between terminal areas indicated in the schedule of trip rates. Each round trip shall be completed in one daily work period, with a minimum guarantee of eight hours' pay, and the working time of the driver shall start and finish at his home terminal. One hour shall be allowed for meal time and one hour for waiting time, in each round trip.

The pay hours for each trip shall be based on the following formula.

First 10 miles of one way trip		1 hour
Last 10 miles of one way trip		1 hour
Remaining distance, each 20 miles		1 hour

Mileages shall be computed in units of ten. Any fraction thereof less than five miles shall be disregarded, and any fraction of five miles or more shall be considered as ten miles.

ARTICLE XIX

Any dispute that cannot be adjudicated between the Employer and the Union shall be referred to the State Board of Conciliation and Arbitration for arbitration, the decision of the State Board to be final and binding on both parties.

ARTICLE XX

In accordance with the law this decision shall be in effect until May 14, 1941.

BLUE HILLS SPRING WATER COMPANY—BOSTON

November 14, 1940

In the matter of the joint application for arbitration of a controversy between the Blue Hills Spring Water Company of Boston and a truck driver.
(247)

The Board finds that the lay-off of the employee in question was justified.

ROSE-DERRY COMPANY—NEWTON

November 14, 1940

In the matter of the joint application for arbitration of a controversy between the Rose-Derry Company of Newton and employees. (253)

The Board awards, as follows:

1. That the employees shall receive the same wages for forty hours' work in a week that they received prior to September 1, 1940, for forty-two hours' work in a week.
2. The Board has been informed that various wage increases have been given by the employer pending the decision in the arbitration case before this Board. It, therefore, awards that the rate of pay now in effect with this employer shall not be decreased during the term of this contract.

HATHAWAY BAKERIES, INC.—LAWRENCE

November 14, 1940

In the matter of the joint application for arbitration of a controversy between the Hathaway Bakeries, Inc., of Lawrence, and retail bakery salesmen.
(270)

The Board finds that the company was justified in discharging the employee in question under the conditions and in the manner in which they did.

TWIN TANNING COMPANY—PEABODY

November 14, 1940

In the matter of the joint application for arbitration of a controversy between the Twin Tanning Company of Peabody and shipping room workers. (277)

The Board finds that seniority has not been violated under the contract.

LEICESTER MILLS COMPANY—LEICESTER

November 18, 1940

In the matter of the joint application for arbitration of a controversy between Leicester Mills of Leicester and knitters. (297)

The Board awards that the reduced rates put into effect by the management shall prevail.

This decision shall take effect as of the date the workers returned to work.

SAN-MAN CHOCOLATES COMPANY—EAST BOSTON

November 22, 1940

In the matter of the joint application for arbitration of a controversy between the San-Man Chocolates Company of East Boston and employees. (291)

The Board finds that the employees in question shall not be paid for time lost.

ALCO TRUCKING COMPANY—ROSLINDALE

November 25, 1940

In the matter of the joint application for arbitration of a controversy between Alco Trucking Company of Roslindale and chauffeur. (294)

The Board finds the employee in question was justifiably discharged.

WHITTEMORE COMPANY—ROSLINDALE

November 25, 1940

In the matter of the joint application for arbitration of a controversy between the Whittemore Company of Roslindale and chauffeur. (304)

The Board finds that the discharge of the employee in question was justified.

BEGGS & COBB INC.—WINCHESTER

November 27, 1940

In the matter of the joint application for arbitration of a controversy between Beggs & Cobb Inc. of Winchester and a tractor driver. (285)

The Board finds that the worker in question shall be re-employed in accordance with seniority with no retroactive pay.

The Board would point out that employees must live up to the rules and regulations as laid down by the company or expect to bear the consequences of not doing so. Agreements must be made with the officials of the company and not between employees. The employee involved should bear these facts in mind in the future.

BELL LINEN SERVICE, INC.—BOSTON

November 27, 1940

In the matter of the joint application for arbitration of a controversy between the Bell Linen Service, Inc., and employees. (286)

The Board finds that the contract calls for the payment of \$25.00 a week to apprentices for their first thirty days of employment, and such apprentices may be called upon to work either forty, forty-eight or fifty-one hours a week.

This decision shall take effect as of its date.

KENT SHOE COMPANY—HAVERHILL

November 27, 1940

In the matter of the joint application for arbitration of a controversy between the Kent Shoe Company of Haverhill and cutters. (289)

The Board awards that the following prices shall be paid by the Kent Shoe Company to cutters at Haverhill, for the work as there performed:

Quarter lining, Pattern No. 40-51 shall be an eight cut quarter, by hand.

Quarter lining, Pattern No. 45-52 shall be a seven cut quarter, by hand.

Cloth linings, Pattern No. 55-621, cut four thick on pattern dies; 60% added to the base price.

Sole lining, cut out of paper and satin; no change.

By agreement of the parties this decision shall take effect as of the date of starting the operations in question.

HAROLD BAKING COMPANY—ROXBURY

November 27, 1940

In the matter of the joint application for arbitration of a controversy between the Harold Baking Company of Roxbury and driver. (295)

The Board finds that the employee in question should be returned to employment as of the date of this decision. The Board found that there was evidence he was discharged because of his union activities.

INDEX TO DECISIONS

	PAGE
Advance Leather Company, Salem	68
Agoos Leather Company, Lynn	2
Alco Trucking Company, Boston	76
Algy Shoe Company, Everett	21, 22, 49
Allen Shoe Company, Haverhill ✓	33
Arkwright Corporation, Fall River	15
Barclay Furniture Co., Inc., Springfield	68
Barnet, J. S. & Sons, Inc., Lynn	66
Beggs & Cobb, Inc., Winchester	4, 31, 68, 76
Bell Linen Service, Inc., Boston	76
Bendell, Samuel, Boston	7
Benz Kid Company, Lynn	31
Berkshire Upholstered Furniture Co., Inc., Springfield	68
Beverly Shoe Co., Inc., Lowell	66
Black, S. L. Company, Boston	30
Blood, J. B. Company, Lynn	12, 31, 34-35, 44-46, 56, 66, 69
Blue Hill Spring Water Company, Boston	3, 12, 28, 75
Boott Mills, Lowell	55-56
Boston Beer Company, Boston	31
Builders' Specialty Company, Cambridge	70
Building Service Employees, Boston	52
Cain, John E. Company, Cambridge	38
Cantoni Coal Company, Plymouth	7
Cappy's, Inc., North Easton	47
Carr Leather Company, Peabody	72
Chaffin Optical Co., Inc., Boston	50
Chelsea Wool Graders' Association, Chelsea	51
Cohenno Trucking Company, Boston	21
Colella, Inc., Haverhill ✓	9, 22, 27, 50
Commonwealth Ice & Cold Storage Co., Boston	67
Connolly Shoe Company, Haverhill	12, 33
Consolidated Motor Lines, Inc., West Springfield	3
Cook, Thomas & Sons, Inc., Cambridge	21
Coolidge Dye House, Inc., Watertown	14
Coronet Shoe Company, Haverhill ✓	50
Cox, B. E. Leather Company, Peabody	13, 28
Croft Brewing Company, Boston	31
Dainty Maid Shoe Company, Haverhill ✓	10, 13, 34
Dorchester Dye House, Boston	31
Drake Bakeries, Inc., Boston	53-54
Eagle Cleansers and Dyers, Inc., Boston	15, 37
Eagle Shoe Co., Inc., Everett	25, 35-36, 54, 66
Eastern Builders' Supply, Inc., Boston	67
Economy Grocery Stores Corp., Boston	34, 36
Elward, Joseph, Lawrence	26
First National Stores, Inc., Somerville	37-38, 48, 52
Fisher Shoe Company, Hudson	54
Flynn, John J. & Sons, Salem	37, 49, 66
Freedlender Shoe Company (P. & G.), Haverhill ✓	5, 9, 27
Freihofer, Charles Baking Company, Inc., Springfield	7
Friend Brothers, Inc., Lynn	21
Gold Seal Shoe Corp., Boston	6, 7, 8, 15, 28, 42, 47, 53, 68-69
Goldberg Bros., Shoe Company, Haverhill ✓	10, 11, 14, 15, 51, 71
Goniprow Kid Co., Inc., Lynn	53
Grand Shoe Co., Inc., Haverhill ✓	28, 32, 53, 54, 67
Green-Barr Shoe Company, Lowell	20, 21
Griffin, Joseph L., Boston	38
Haffenreffer & Co., Inc., Boston	31
Hale Stitching Room, Haverhill ✓	32
Harold Baking Company, Boston	77
Hartman Shoe Company, Haverhill ✓	34, 54, 70
Hathaway Bakeries, Inc., Cambridge	44, 66
Hathaway Bakeries, Inc., Lawrence	75
Haverhill Shoe Manufacturers, Haverhill ✓	11, 21, 27, 50, 70
Herk Shoe Company, Haverhill ✓	11, 27
Hockmeyer Bros., Inc., Lowell	69
Holtz, Herbert Shoe Company, Haverhill ✓	11, 13, 20, 22, 33, 67, 71
Janice Shoe Company, Lynn	43
Jelke, John P. & Company, Cambridge	5
Kane's, Inc., Boston	42
Kasanof's Model Bakery, Inc., Boston	37
Kent Shoe Corporation, Haverhill ✓	32, 33, 50, 53, 54, 76
Kirstein Tanning Co., Inc., Peabody	28, 34
Korn Leather Company, Peabody	4, 51, 66-67
Kraft-Phenix Cheese Company, Cambridge	9
Leach-Heckel Leather Company, Salem	4, 7
Leicester Mills, Leicester	76
Lewis, Edgar P. & Sons, Inc., Malden	39-41, 50-51, 69
Liquid Carbonic Corporation, Cambridge	71
Lowell Shoe Company, Lowell	6, 43-44
Lowell Trucking Corporation, Lowell	42
Lynn Food Centre, Lynn	42

	PAGE
Malone, Charles Trucking Company, Waltham	21
Mass. Leather Mfrs.' Ass'n; Salem, Peabody, Danvers	3, 4, 71
Mayfair Shoe Corporation, Newburyport	25, 26, 37
Merrimack Valley Bakers	53
Miller Coal Company, Plymouth	7
Monarch Shoe Company, Cambridge	3, 51, 69, 71
Morgan Laundry Service, Inc., Boston	25, 70
Morris Tanning Company, Salem	32
Murray Leather Company, Woburn	8
National Dock & Storage Warehouse Company, Boston	49
National Novelty Co., Inc., Boston	8
New Bedford Standard-Times & Mercury, New Bedford	29-30, 38
Novelty Shoe Company, Haverhill ✓	26, 32, 33
Original Two Hour Cleaners, Boston	49
Oxford Mills, Inc., North Oxford	72
P. & G. Shoe Company, Haverhill ✓	50
Palmer & Parker Company, Boston	23-25, 71
Parisi, Paul A., Brockton	67
Perry Trucking Company, Quincy	21
Phyllis Shoe Co., Newburyport	25, 33, 38, 49, 52, 56-65
Platt Contracting Co., Inc. (for Rosenfield & Lack), Cambridge	69
Pleasant Beef Company, Lynn	49
Poor, N. H. Company, Peabody	12, 20
Preston Shoe Company, Lynn	56
Price, J. Frederick, Weymouth	72-75
Prospect Leather Company, Salem	47
Puritan Tanning Company, Salem	8, 42
Ray's Milk Company, Inc., Somerville	8
Red Cab Company, Brookline	48
Retail Fuel Institute, Boston	15
Riley, John J. Company, Woburn	4, 6
Rose-Derry Company, Newton	75
Rosenthal & Doucette, Inc., Beverly	9, 26
Ruby California Products Company, Lynn	69
San-Man Chocolates Company, Boston	76
Scudder Coal & Oil Company, Plymouth	7
Sears Fuel Company, Plymouth	7
Service Bus Lines, Inc., Revere	16-20
Sherman Grille, Inc., Lawrence	13
Simon Box Company, Cambridge	3
Sprague, Breed, Stevens, Newhall, Lynn	31
Springfield Sugar & Products Co., Springfield	8, 46-47
Star Brewing Company, Boston	31
Star Brush Manufacturing Co., Inc., Boston	56
Stillman, H. C. Shoe Company, Lawrence	8
Sun Cleansers, Inc., Quincy	2
Supreme Markets, Inc., Boston	34
Swartz Shoe Manufacturing Company, Lynn	26
Thompson's Spa, Inc., Boston	52
Trimount Leather Company, Peabody	28
Twentieth Century Bakery, Inc., Haverhill	44
Twin Tanners Peabody	7, 12, 36-37, 51-52, 76
United Markets, Inc., Boston	36
Unity Shoemakers Corporation, Haverhill ✓	5, 6, 7, 9, 10, 11, 20, 22, 26, 27, 28, 53, 56, 65, 70
V. & P. Garage, Lawrence	12, 26
Warshaw's, Inc., Milton	5
Watch City Express, Waltham	21
Waterhead Mills, Lowell	69
Watertown Lime & Cement Company, Watertown	71
Whitehouse Baking Company, Lawrence	14, 21
Whittemore Company, Boston	76
Winslow Brothers & Smith Company, Norwood	67-69
Wire Products Company, Lynn	70

JUN 2 1961

The Commonwealth of Massachusetts

DEPARTMENT OF LABOR AND INDUSTRIES

REPORT OF THE BOARD OF CONCILIATION AND ARBITRATION TOGETHER WITH THE DECISIONS RENDERED BY THE BOARD FOR THE YEAR ENDING NOVEMBER 30, 1940



OFFICIALS

Commissioner
JAMES T. MORIARTY

Assistant Commissioner
MARY E. NEENAN

Associate Commissioners
(CONSTITUTING THE BOARD OF CONCILIATION AND ARBITRATION)
CHARLES H. COLE
LEWIS R. HOVEY
JOHN L. CAMPOS

Office
Room 472, STATE HOUSE